



National Association *for* Court Management

Strengthening Court Professionals

FALL BOARD MEETING
Saturday, October 1, 2022
9:00 am – 4:30 pm ET
Tampa, FL

JW Marriot Tampa Water Street – Fort Brooke

<https://us06web.zoom.us/j/89268195542?pwd=bHVKZlA5dWNSOTEvUTdaUnFlcks1Zz09>

Board Book available on [Board Page](#)

AGENDA

- 1. President's Report (30 minutes)** *Jeffrey Tsunekawa*
 - a. Overview of Agenda
 - b. Approval of August 30 Board Meeting Minutes
 - c. Review of Friday's Officer meeting
 - d. NJC Partnership
 - e. BJS Solicitation
- 2. President-Elect's Report & Conference Development (15 minutes)** *Rick Pierce*
 - a. Committee Corner
 - b. Organize Repository
 - c. Identify tracks and topics recommended by membership
- 3. NCSC Report (30 minutes)** *Jesse Rutledge*
- 4. Vice President's Report (30 minutes)** *Tina Mattison*
 - a. State Associations update
 - b. Strategic Planning process
- 5. Secretary/Treasurer & CORE® Committee Report (60 minutes)** *Kelly Hutton*
 - a. 2023 Budget Approval (**Action Item**)
 - b. 2023 SJI Conference Grant (**Action Item**)
 - c. Investment Committee Discussion
 - d. Public Relations Curriculum Review
 - e. The CORE® In Practice Guide Review
 - f. CORE® Champion: Phase Two
 - g. CORE® Champion Guides/FAQ



National Association *for* Court Management

Strengthening Court Professionals

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|---|-------------------------|
| 6. Immediate Past President's Report & DEI (10 minutes) | <i>Kathy Griffin</i> |
| <ul style="list-style-type: none">a. DEI Book clubb. Membership analysis | |
| 7. Communications Committee (30 minutes) | <i>Greg Lambard</i> |
| <ul style="list-style-type: none">a. DEI Guideb. Podcastsc. Court Managerd. Court Expresse. Social Mediaf. Websiteg. Partner communications in publicationsh. Webinars | |
| 8. Governance Committee (5 minutes) | <i>Angie VanSchoick</i> |
| <ul style="list-style-type: none">a. Resolutions Process(es)b. Operations Manualc. Bylaw Revisionsd. Recognition Weeke. Ethicsf. Resolutions (Action Item) | |
| 9. Membership Services (45 minutes) | <i>Cheryl Stone</i> |
| <ul style="list-style-type: none">a. BOGO ½ Membershipb. Group Membership Discountc. ECPd. Internationale. State of Associationsf. Mentorship Programg. Ambassador Programh. Awards Committeei. Tiered Membership (Action Item)j. Shared Interest Groups (Action Item) | |
| 10. Strategic Planning | <i>All</i> |
| 11. Executive Session, if needed | <i>All</i> |
| 12. Adjourn | |



National Association for Court Management

Strengthening Court Professionals

BOARD CONFERENCE CALL

August 30, 2022 – 2:00 PM ET

PRESENT: Rick Pierce, Cheryl Stone, Jeffrey Tsunekawa, Dawn Palermo, Kathy Griffin, Kelly Hutton, Kent Pankey, Mary Bell, Roger Rand, Kristie Collier-Tucker, Brandon Kimura, Greg Lambard, Jude Del Preore, Jesse Rutledge, Erin Carr

Not Present: Angie VanSchoick, Tina Mattison

1. Welcome

- a. Approval of July 9 meeting minutes – no corrections, minutes are approved
- b. Approval of July 14 meeting minutes – no corrections, minutes are approved

2. President

- a. Jeffrey attended the NAPCO conference and he's at AJA right now. Kathy went to FCCA conference in place of Jeffrey.
- b. Jeffrey reminded everyone to book their flights to Tampa if they haven't already. If Board members have action items for FBM to get them in the board book so they can be reviewed ahead of time.
- c. Jeffrey and Rick ran through how strategic planning typically works at the Fall Board Meeting.
- d. IACA Dual Membership Agreement – IACA board made proposed changes that they wanted NACM to consider. Change 1 - 20% off both membership rates. Since IACA's membership amount is significantly smaller than NACMs doing a dollar amount really reduces their membership costs so a percentage would be more equitable. Change 2 – complimentary listing and contact information of exhibitors/vendors attending each conference. Jeffrey shared that Stacey is concerned IACA would draw away exhibitors from NACM by sharing NACM's list. Several board members were okay with the percentage discount for membership. Kathy and Rick agreed with Stacey on sharing the listing of exhibitors/vendors. Jeffrey will reach back out to IACA and let them know the percentage discount is okay with the board but that sharing the vendors list would not be okay.

3. President-Elect

- a. Rick is requesting funds to pay for a web designer to create a conference logo. Roger said that his website team could create a logo and is planning on redesigning the conference webpage this year. Kathy suggested seeking out a volunteer to create the logo rather than paying as it may cause more people to want to be paid. Jeffrey suggested that Roger put a request into the web team to create a logo and that the temporary one on the website is fine for now.
- b. Call for proposals opens on September 7th with the deadline on October 4th. The review committee will start in mid-October.



- c. Live Streaming – stream all sessions or the same amount. Cheryl said that we want some incentive for people to attend in person so she would keep them the same. Brandon agreed. Rick suggested surveying live streaming attendees after the conference to see if there's a greater demand for more sessions to be streamed. Rick said that they'll keep the same sessions streamed this year and then depending on survey results perhaps change that in 2024.
- d. Survey results – Rick reviewed survey results with the Board. Greg suggested that the host or someone be a moderator of the chat from online attendees. Roger shared that NACM inform users to use the connection feature to connect with exhibitors and others. Roger shared that he thinks the virtual attendees should be able to attend the committee meetings.
- e. Rick is tabling the conference registration rates and discounts for states/courts until the fall board meeting and after the Board hears from Cheryl and the membership committee on their discount ideas.
- f. Rick shared that the NCSC BOD meets three times a year and NCSC is working on their strategic plan.

4. Vice President

- a. State associations has not met yet.

5. Secretary/Treasurer

- a. Core subcommittee rolling into phase 2 which will result into a lot of website changes. Curriculum review of "Core in Practice Guide" - public relations needs updated. Kelly reached out to Paul DeLosh to see if he'd be able to help head that up – he was not so Kelly is looking to board to see if they have any ideas of who would be good to head that up. Dawn suggested Amanda Marshall or anyone who worked on the Media Guide.
- b. Kelly gave an update of financials since she became Treasurer. She also shared that Tina, Erin, and her are doing the secretary/treasurer training by Zoom this year.
- c. Investment group met yesterday and decided that changes need to be made to the investment policy and the board needs to decide what they need to grow investment dollars for – LMS system, increasing fees to pay speakers, use investments to help members keep fees the same.
- d. 2025 site locations – Cheryl proposed trying locations where there's lower membership numbers. Kathy said that the matrix was actually developed the opposite of that where NACM goes to higher membership states. Kathy thinks NACM should do NW or SW in 2025 based on the matrix. Kelly suggested that Val prioritize the Northeast.

6. Immediate Past President/DEI

- a. Past presidents haven't met yet.
- b. DEI book club – Kathy thinks it went really well because they had the author of the book but isn't sure how future book clubs would turn out. Kathy had suggested them making a subcommittee that would focus just on book club whether its only DEI related or on any idea membership suggests.



7. Communications Committee

- a. Dec 13 at 1pm will be the next Tyler webinar.
- b. Have a signed agreement with Peter for the podcast advertisements.
- c. Roger shared that the website subcommittee will meet next Wednesday and will start first on the conference page.
- d. Dawn has been named as co-editor of the Court Manager. She is searching for articles for the Fall issue, but Summer is just about done.
- e. Kristie has volunteered to assist Cristina with social media.
- f. DEI Guide – Jesse supplied Jeffrey and Greg with a draft MOU for the Center to assist with this guide.

8. Governance Committee

- a. The subcommittees will start moving at the beginning of September. NACM received 5 substantive resolutions out of CCJ COSCAs meeting. They will start reviewing in September but not sure if they'll have any recommendations for fall board meeting.

9. Membership Committee

- a. Very successful and engaging first meeting for the new year. Cheryl started process of BOGO membership deal already.
- b. Cheryl shared the group discount for membership idea. Kathy asked what happens when current members expire. Cheryl said their proposal is just that their new membership would start when they submit the paper app for group so they'd lose out on their current membership for however long that is still valid. **Rick made a motion that NACM provide membership discounts for 2023 for groups of 5 or more from the same state for \$20 and 10 or more from the same state of \$35 and no discount will exceed \$35. Cheryl seconds the motion. The motion was amended the motion so it discounts 5 to 9 from the same state for \$20. All in favor, none opposed. The motion is passed.**

10. NCSC Report

- a. Jesse will zoom in during the Fall Board Meeting on Saturday morning by doing a refresher on NCSC/NACM relationship on history and working parameters. Jesse said NCSC is putting out court reduction backlog simulator tomorrow. Court statistic project will be releasing information soon on details on preliminary data from 2021 – 19 states have given data on filings and dispositions.

11. Other Business – Jeffrey reminded everyone that Shay's last day is 9/1.

12. Adjourn – Executive session not needed so the meeting was adjourned.



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Conference Development Committee Progress Report Form – 2022-2023

	Report	Due Date	Submission Date
	Fall Progress Report	September 16, 2022	September 13, 2022
	Midyear Progress Report	January 2023	
	Annual Progress Report	June 2023	

Project	Project Status	Strategic Priority? (Yes/No)	Discussion Needed? (Yes/No)	Board Action Needed? (Yes/No)	If Yes to discussion or action, please describe what needed
Committee Corner in Court Express/Court Manager to highlight work and identify opportunities to become involved	Ongoing	Yes	no	no	no
Organize repository of best practices / CORE materials (videos, PPTs)	Ongoing	Yes	No	No	no
Identify tracks and topics as recommended by membership;	Process to begin October 15	Yes	Yes	No	no

review workshop and plenary proposals					
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Time needed at meeting for Committee report:

Submitted by: Rick Pierce

Date: September 13, 2022

EXTERNAL TRENDS

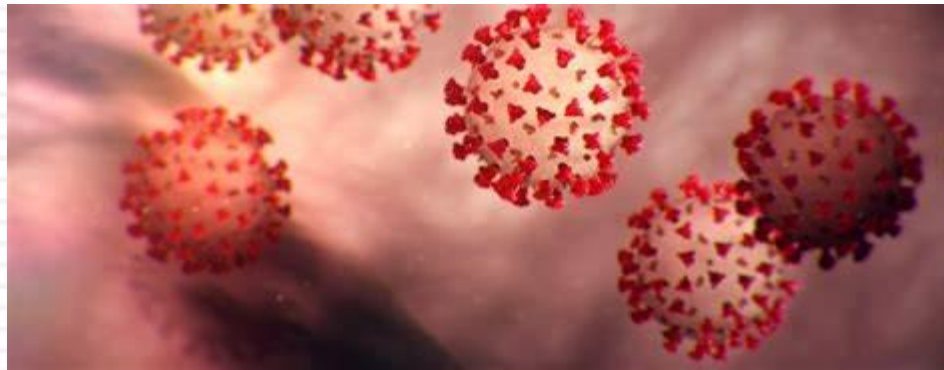
By Planning, Research, and Evaluation Staff, Superior Court Pima County
Dr. Brenda J. Wagenknecht-Ivey, Ph.D., CEO, PRAXIS Consulting

Table of Contents – External Trends

1. Pandemic
2. Social/Demographic
3. Economic
4. Technological
5. Policy/Political
6. Justice System

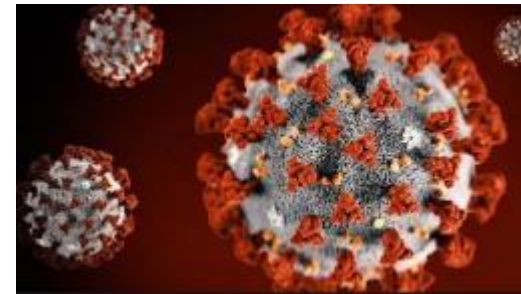


Pandemic Trends



Pandemic Trends

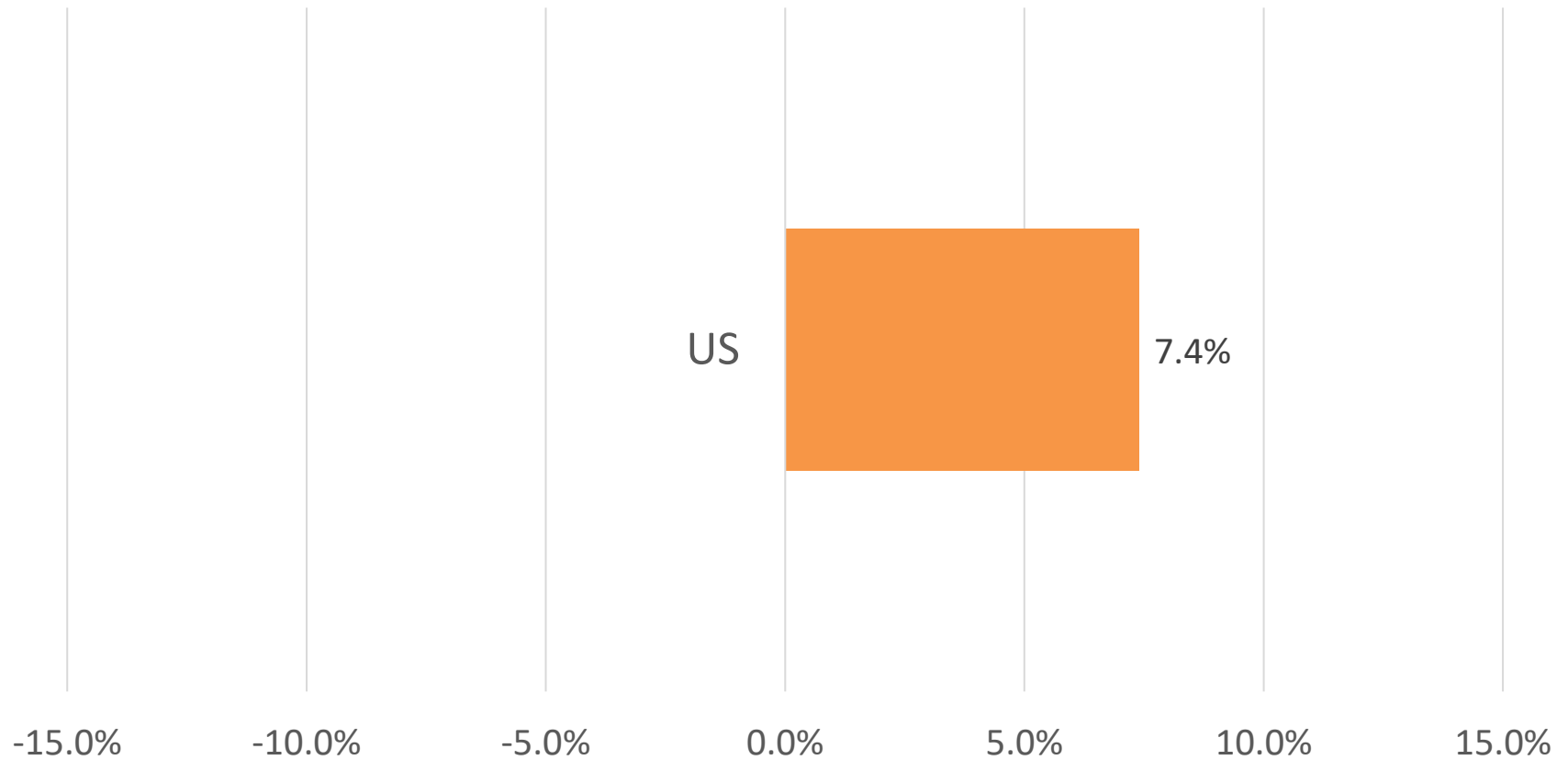
1. Agility: Continuing need to be able to respond quickly to changing conditions
2. Service Delivery: Transformation of Judicial/Court Service Delivery Models (virtual hearings, jury selection, trials, court and probation services; digital/electronic everything, etc.)
3. Revolutions: Digital, Human, Workplace – Remote Everything; the new Future of Work (Hybrid, flexible, the “Great Re-Alignment”, etc.)
4. Filings and Backlogs: what’s ahead; preparations to manage cases in the future (reduce backlogs, prepare for influx of filings)
5. Focus on Well-Being / Growing Mental Health Crisis: Isolation, Burnout, Unemployment, Grief/Fear of COVID
6. Increasing Collaboration – Teams, Partners, Community
7. Economic Fallout, or not? (inflation, unemployment)



Social and Demographic Trends

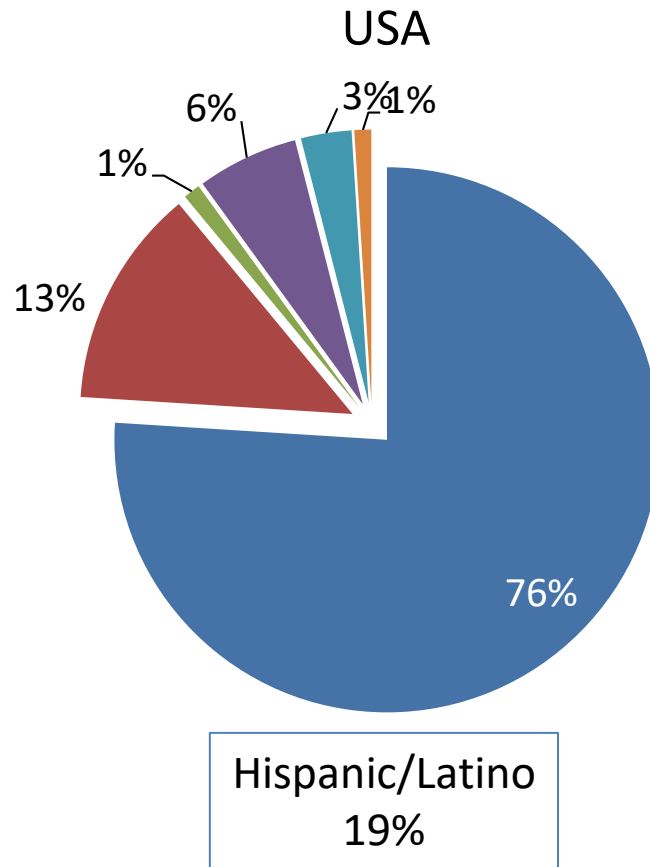


Population – Percent Change in Population between 2010 – 2020 (in percentage)



Source: U.S. Census Bureau. Estimates. <https://www.census.gov/quickfacts> and www.data.census.gov.

Race and Ethnicity –US 2019



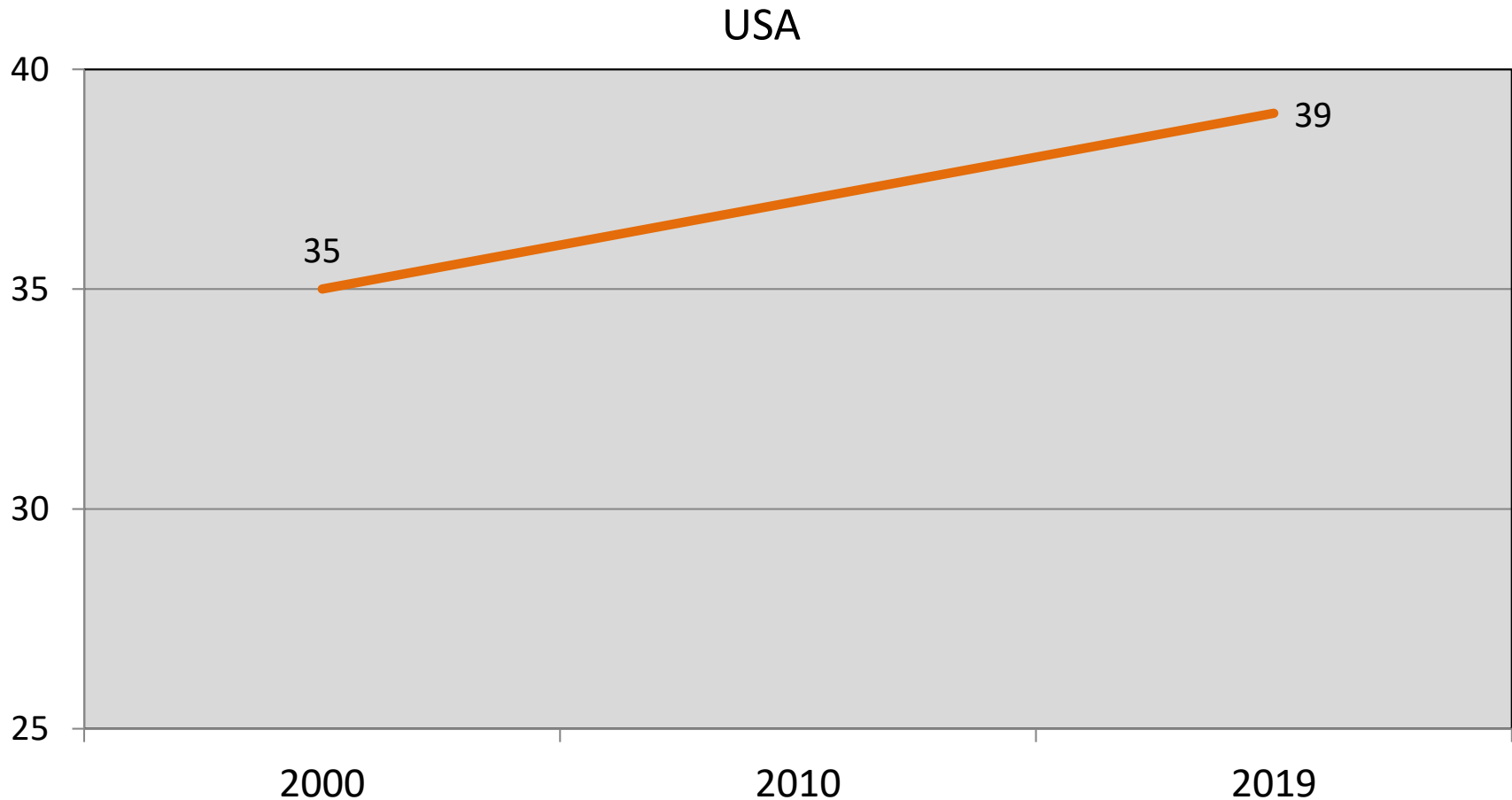
■ White ■ African American ■ American Indian ■ Asian ■ 2 or More Races ■ Other

Percentages may not equal 100% due to rounding.

Source: US Census Bureau. Estimates. www.census.gov/quickfacts

Age of Population: Median Age¹

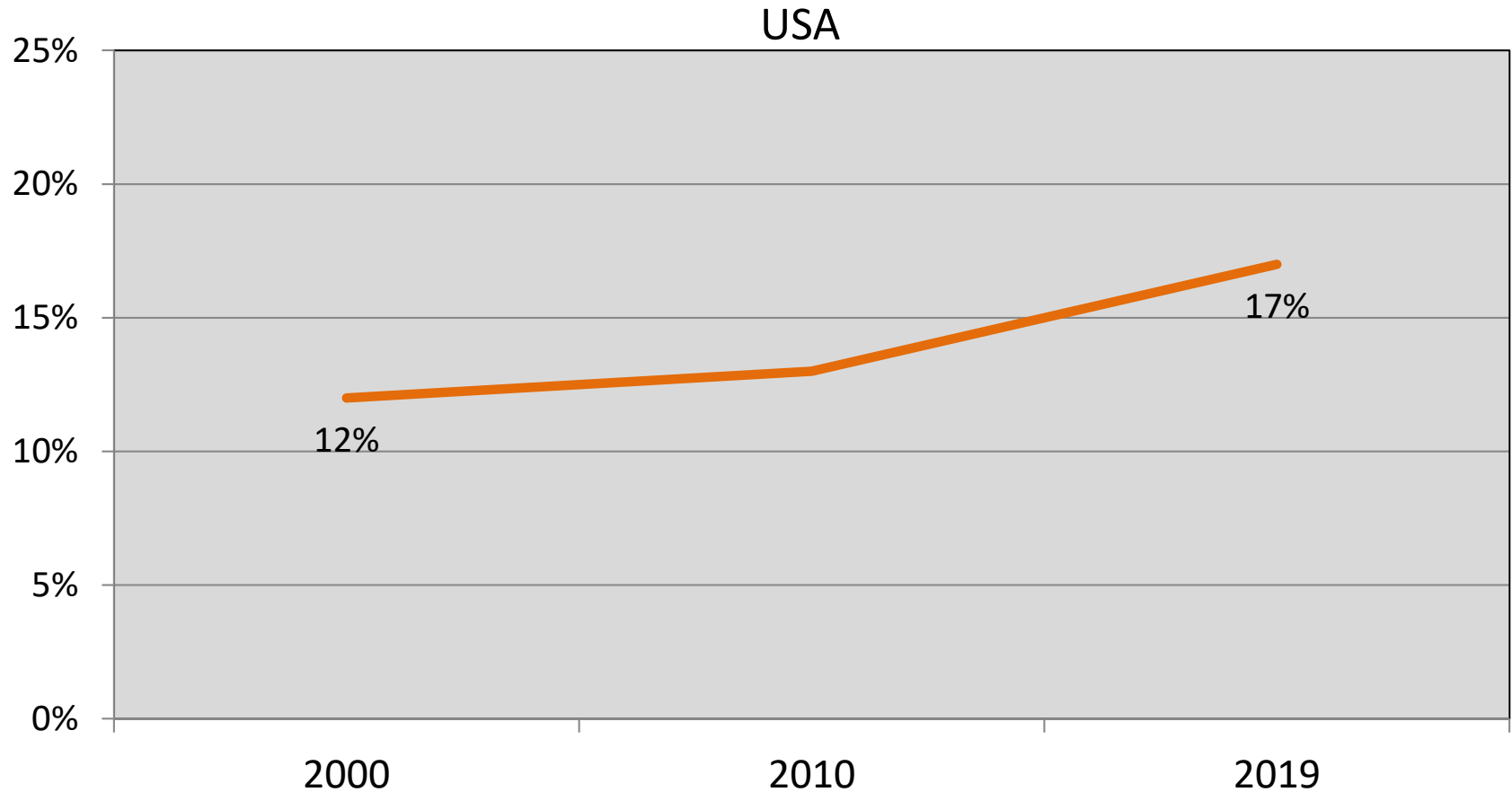
2000, 2010, and 2019 (in years)



¹ Median = the midpoint; ½ are above and ½ are below the value.

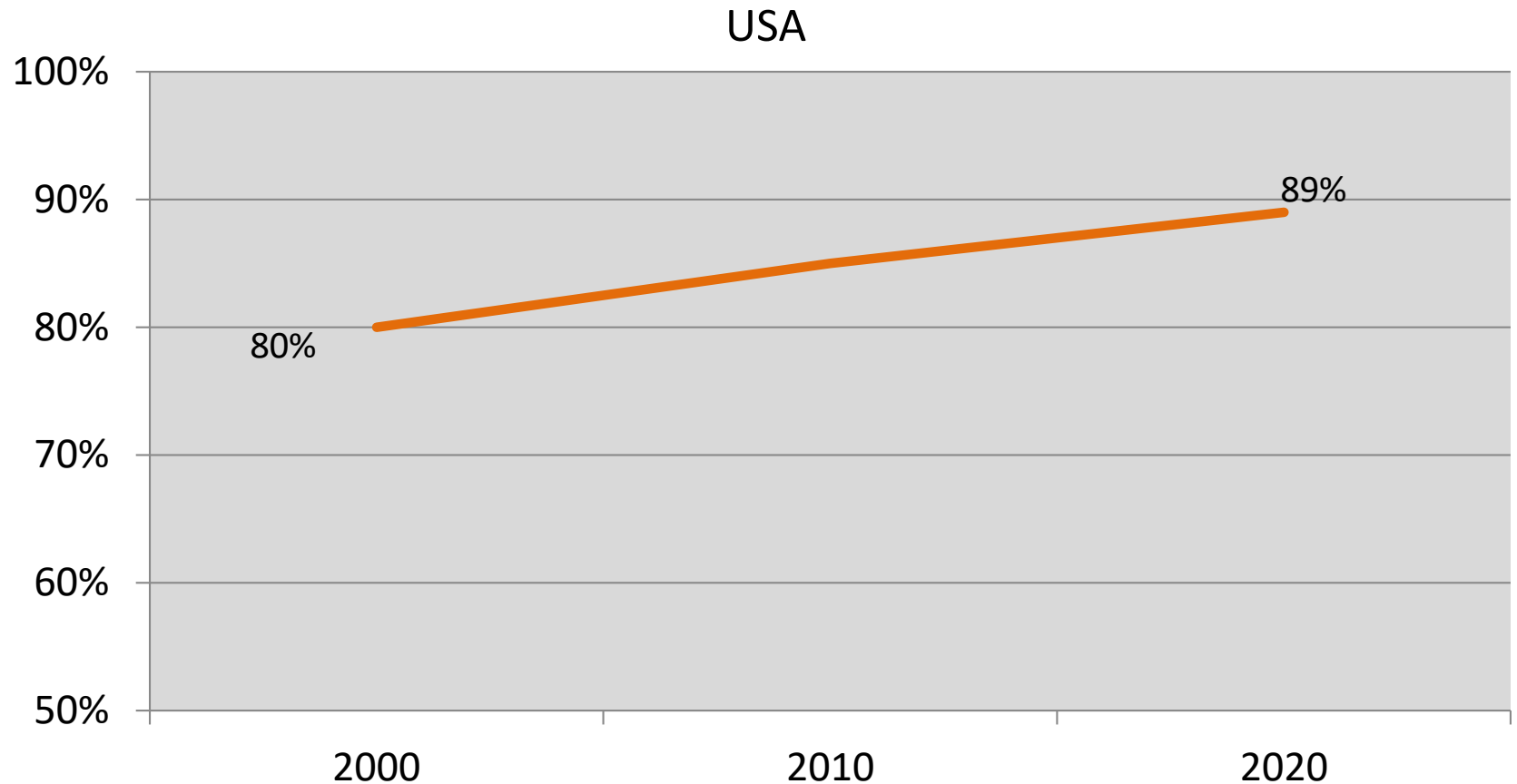
Source: U.S. Census Bureau. Estimates. <https://www.census.gov/quickfacts/> and www.data.census.gov.

Age of Population: % of Population 65 Years Plus 2000, 2010, and 2019 (in percentages)

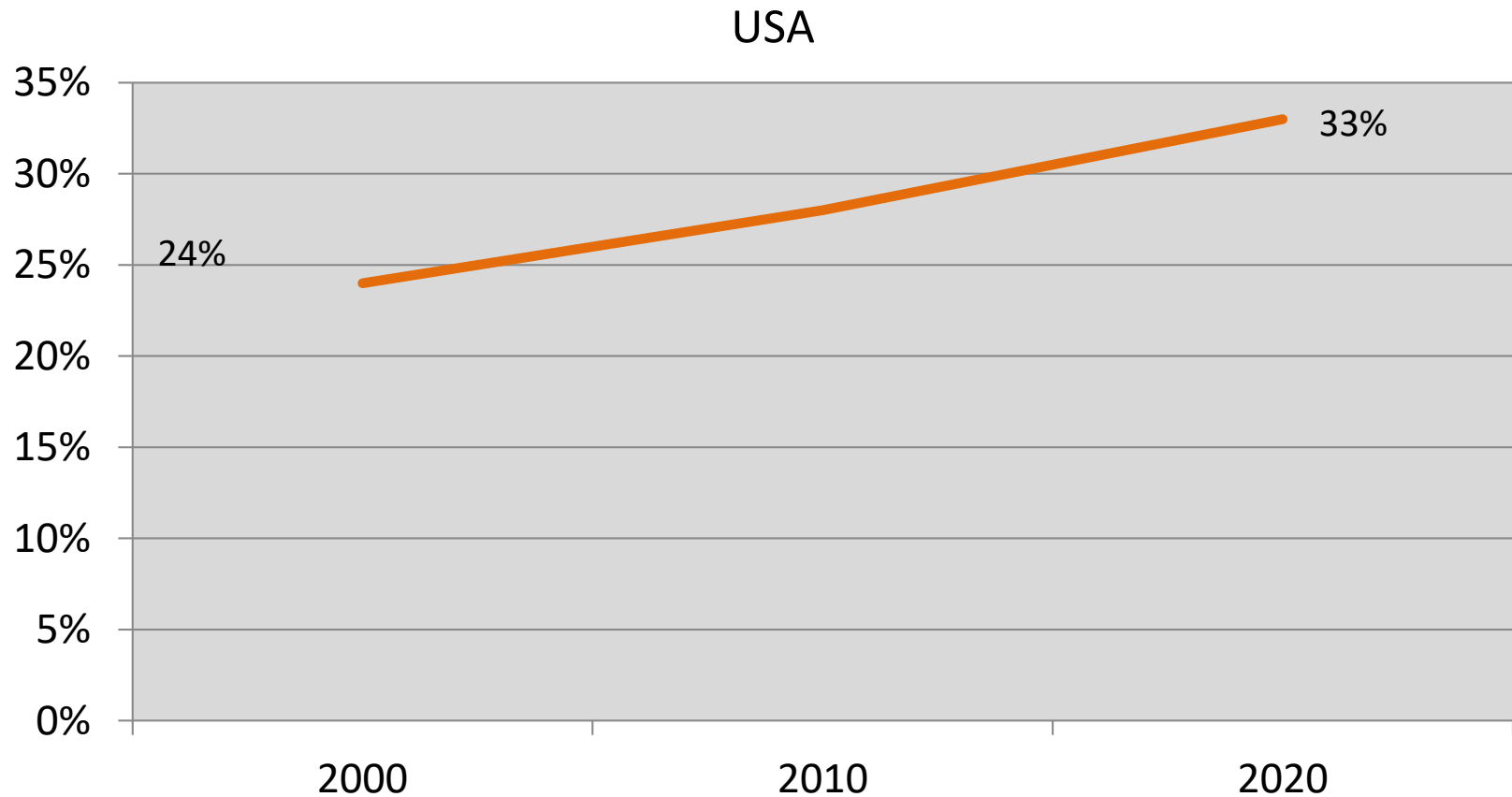


Source: U.S. Census Bureau. Estimates. www.census.gov/quickfacts/ and www.data.census.gov.

Educational Levels – Population with HS Degree or Higher (25 years+) 2000, 2010, and 2020



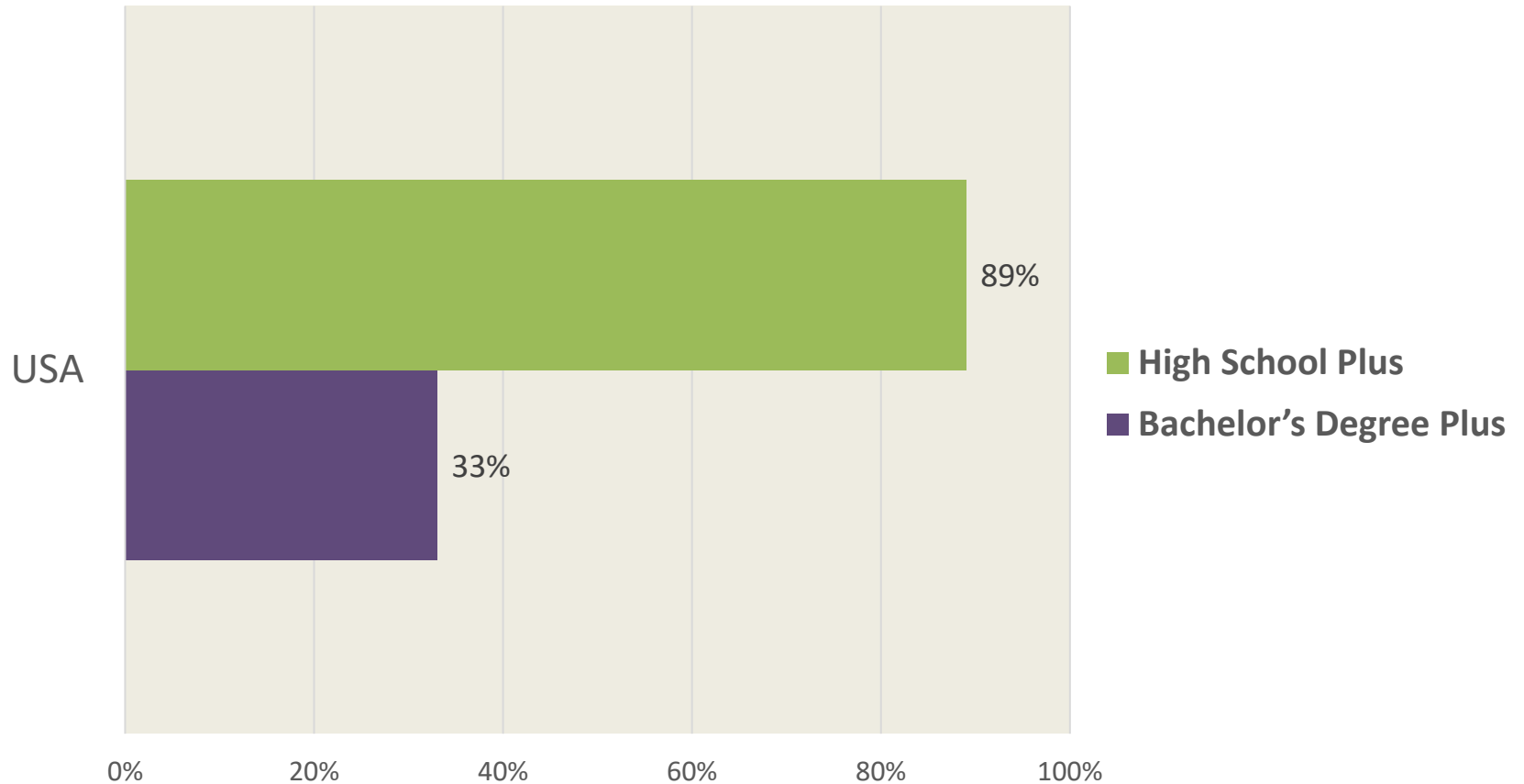
Educational Levels – Population with Bachelor's Degree or Higher (25 years+) 2000, 2010, and 2020



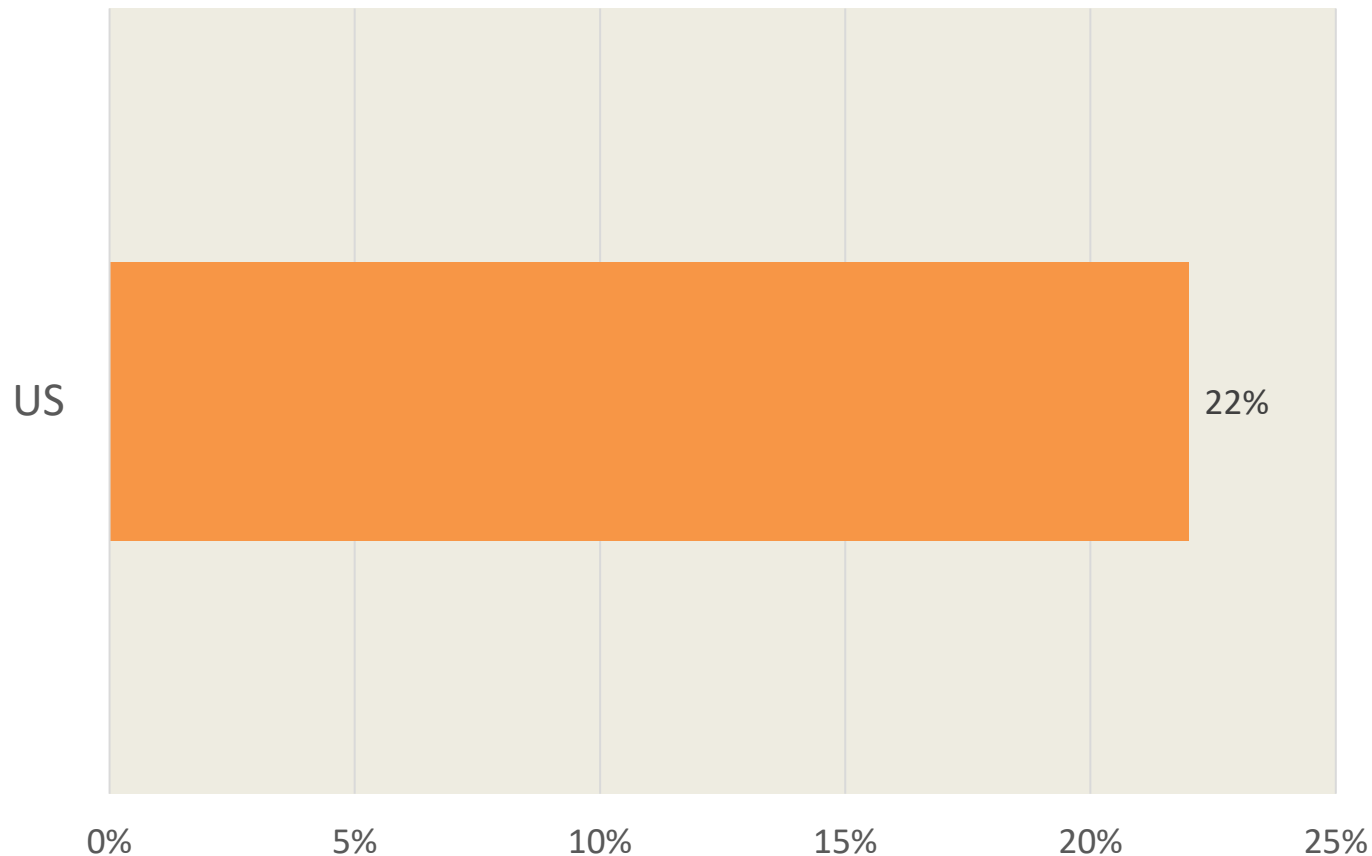
Source: U.S. Census Bureau. Estimates. www.census.gov/quickfacts and www.data.census.gov.

Education Levels – 2020

(percent of persons age 25+)

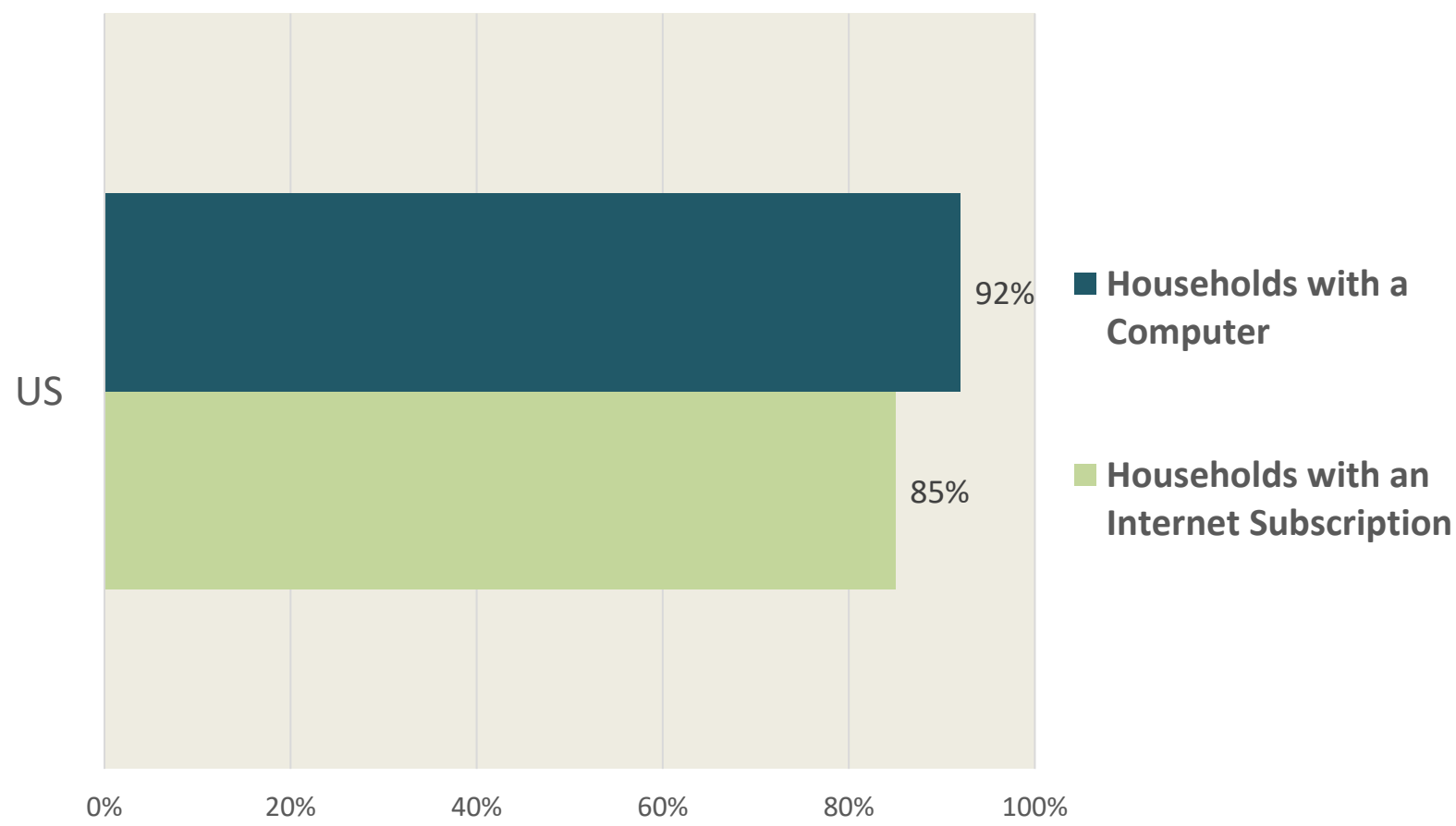


Population that Speaks Languages Other than English in Home 2020 (percent of population 5 years +)



Households with Computers and Internet Subscription

2020 (in percentages)



Source: U.S. Census Bureau. www.census.gov/quickfacts/

Additional Social Trends

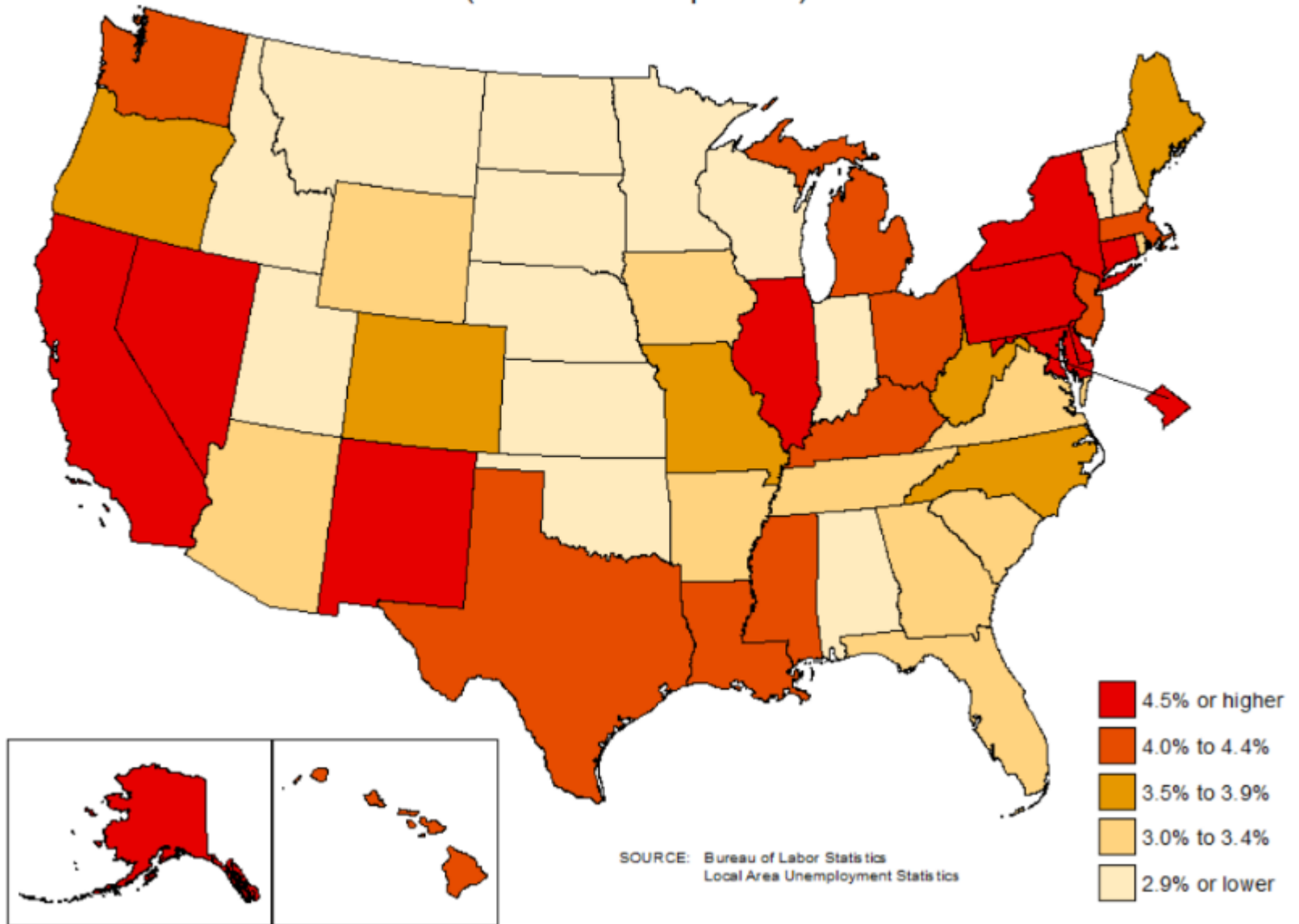
1. Customer Service demands – better, faster, 24 x 7
2. Millennials – now the largest cohort in general population and workplace; Generation Z entered the workforce in 2019
3. Changing work and lifestyle choices (e.g., working virtually; “gig” economy – non-traditional jobs; work/life balance)
4. Lives are “open books” - social media
5. Social media increasingly used to connect, communicate, do business
6. Combatting/addressing social issues: substance abuse (opioid, alcohol), bullying, mental health, suicide
7. Demands for racial justice in communities and an expectation of diversity, equity, and inclusion in organizations
8. Growing interest in “micro-learning” – learning in small segments, immediate application, and on demand

Economic Trends



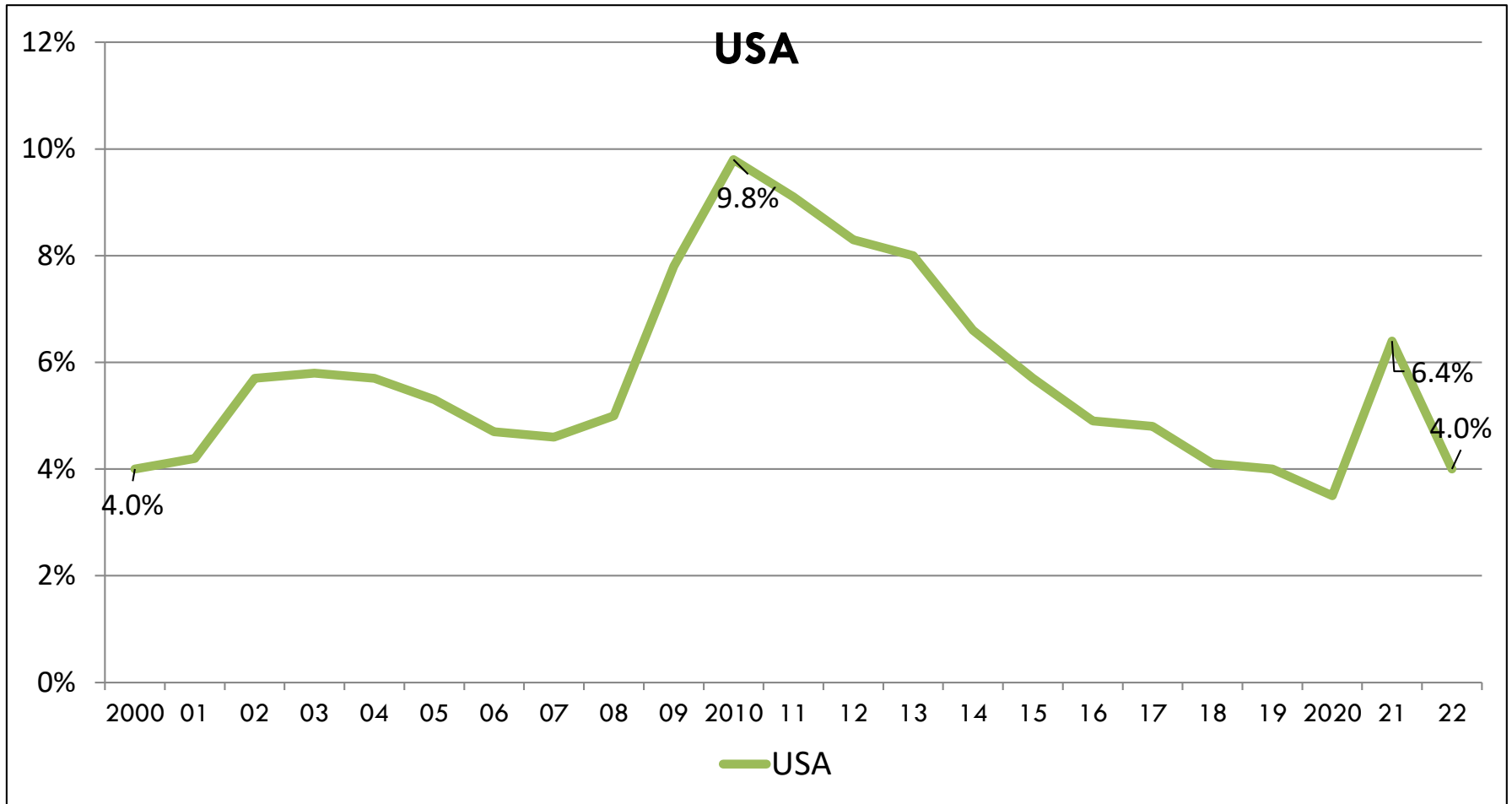
Unemployment rates by state, seasonally adjusted, March 2022

(U.S. rate = 3.6 percent)



Unemployment Rates: 2000 – 2022

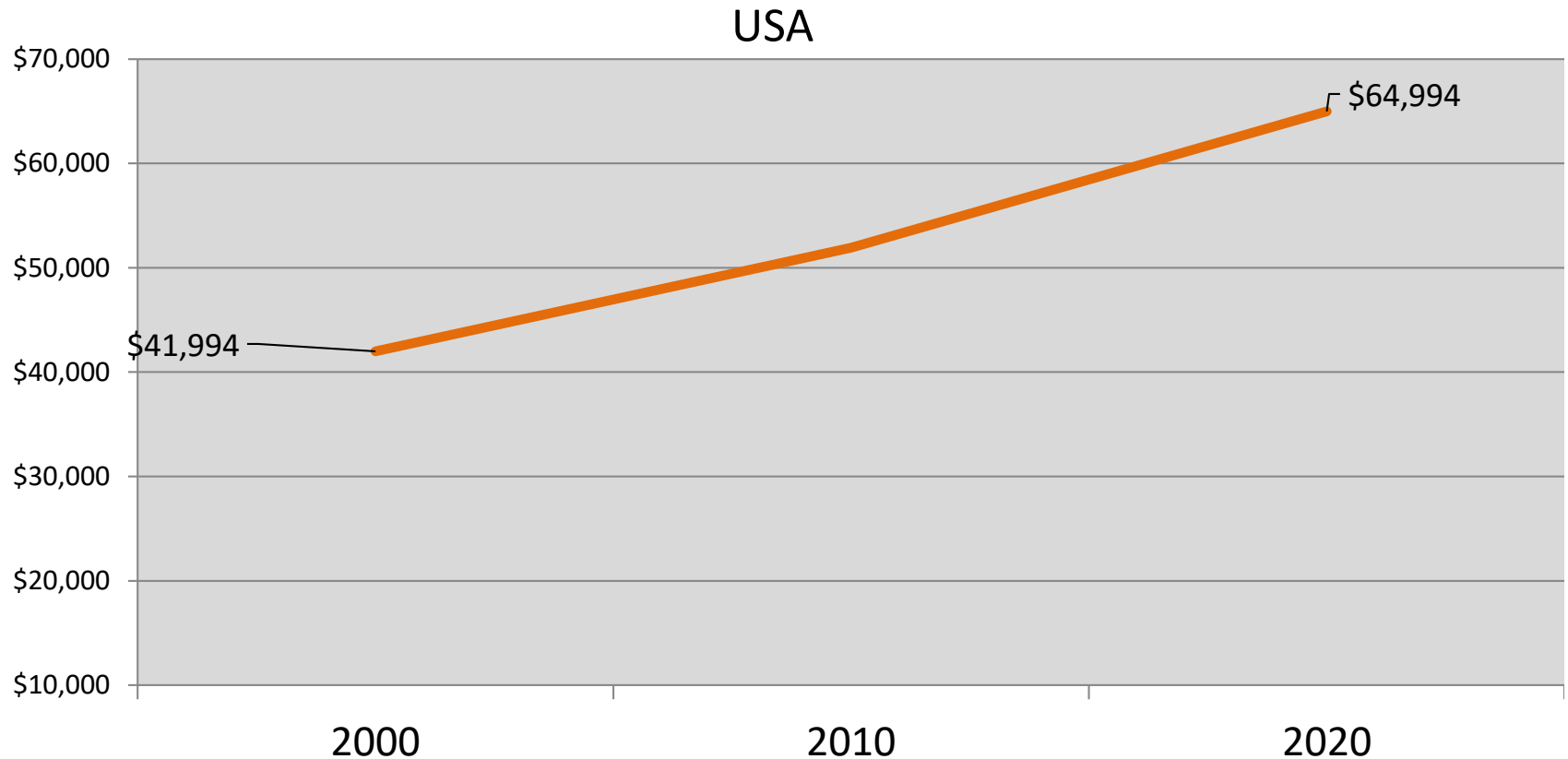
(percent of population)



Source: U.S. Department of Labor, Bureau of Labor Statistics. *Unemployment rates are as of January of each year. US and Arizona rates are seasonally adjusted; County rates are NOT seasonally adjusted www.bls.gov/lau/ and <https://data.bls.gov/pdq/SurveyOutputServlet>.

Median Household Income¹

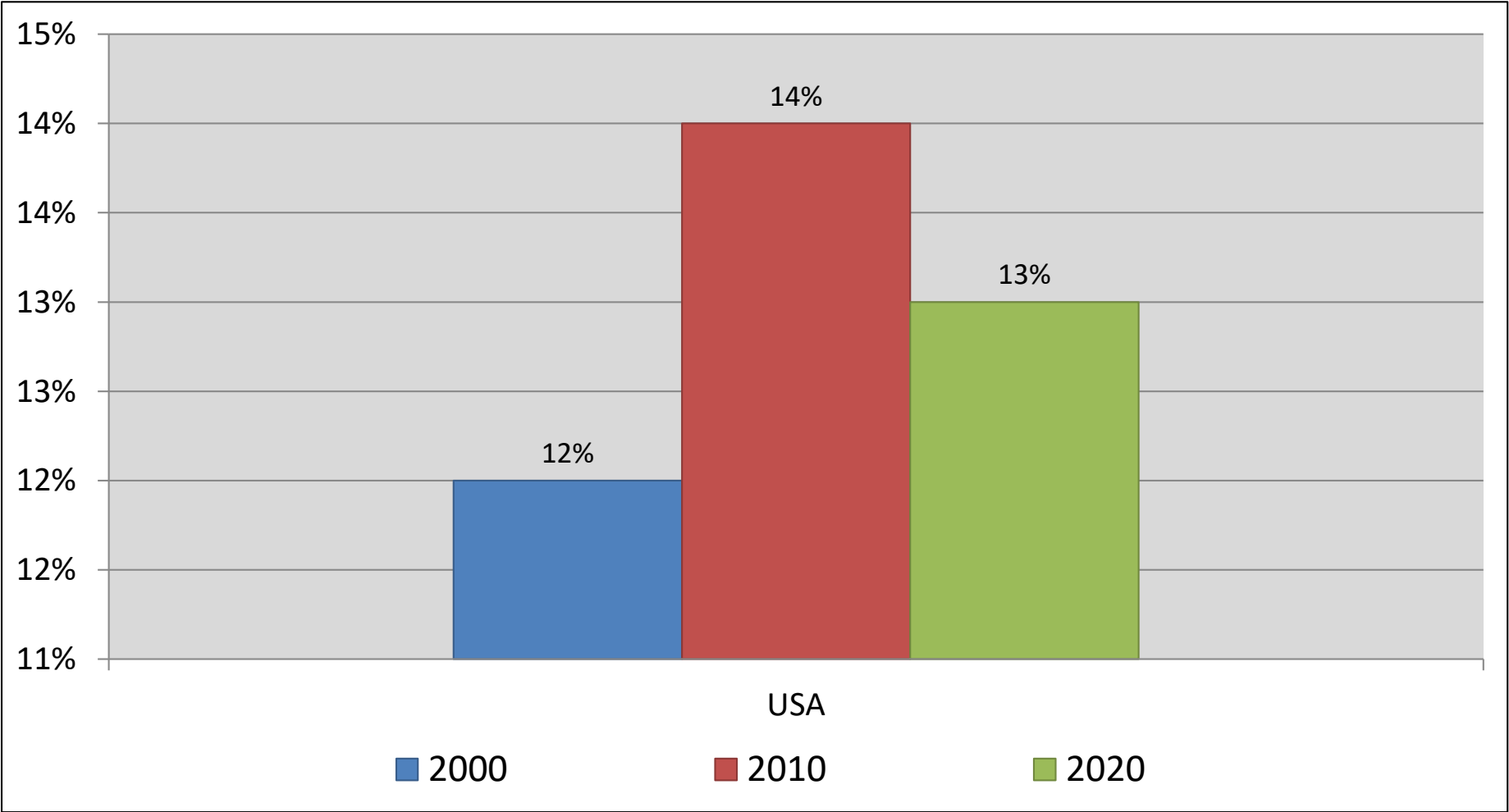
2000, 2010 and 2020 (in 2020 dollars)



¹ Median = the midpoint; ½ of household incomes are above and ½ are below this value.

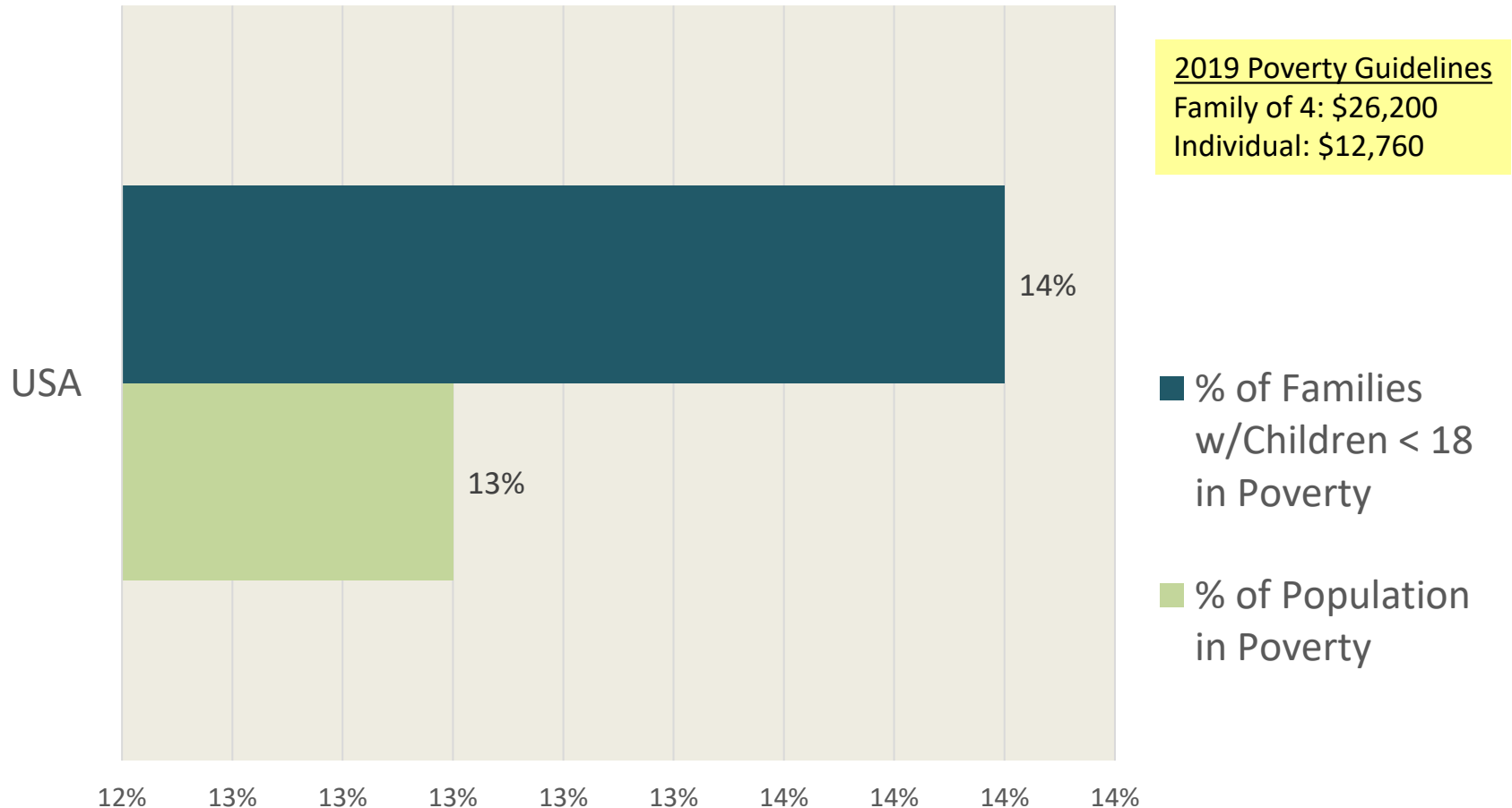
Population (Individuals) Living Below Poverty: 2000, 2010, and 2020 (in percentages)

2020 US. Federal Poverty Guidelines:
\$12,760 = Individual
\$26,200 = Family of four



Source: U.S. Census Bureau. American Community Survey, 2020 Estimates. www.data.census.gov and [Prior HHS Poverty Guidelines and Federal Register References | ASPE](#).

Poverty Rates – 2020 (in percentages)



Industry – 2019

Industry	United States
Full-time, year-round civilian employed population 16 years and over	113,904,639
Agriculture, forestry, fishing and hunting, and mining	1.8%
Construction	7.5%
Manufacturing	12.1%
Wholesale trade	3.0%
Retail trade	9.2%
Transportation and warehousing, and utilities	6.1%
Information	2.0%
Finance and insurance, and real estate and rental and leasing	7.5%
Professional, scientific, and management, and administrative and waste management services	12.3%
Educational services, and health care and social assistance	22.0%
Arts, entertainment, and recreation, and accommodation and food services	6.7%
Other services, except public administration	4.1%
Public administration	5.5%

Source: U.S. Census Bureau – 2019 Estimates. <https://data.census.gov/cedsci/table>

Additional Economic Trends

1. Shrinking middle class
2. Widening opportunity gap which is a function of socioeconomic status and access to quality education, etc.
3. Looming eviction crisis and increasing homelessness
4. Rising inflation
5. Rising rent rates & cost of housing
6. Others?



Technological and Scientific Trends



Technological and Scientific Trends

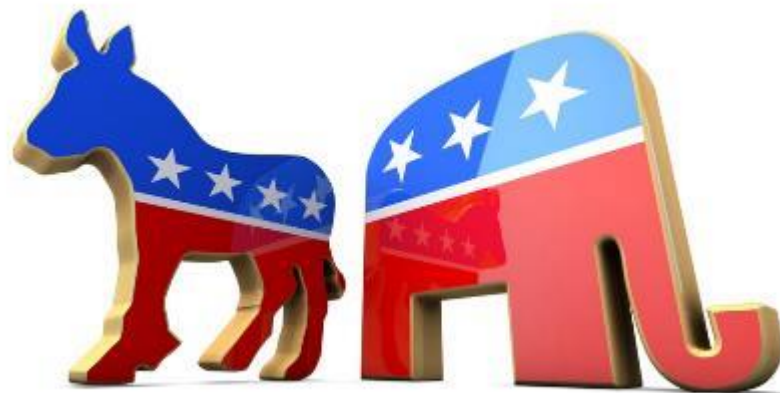
1. Gadgets Galore! - Continuing wireless revolution and rapidly developing telecommunications/information technology.
2. Always Connected - Increasing inability or unwillingness to unplug, tune out, or turn off (burnout)
3. Growing digital divide – gap between those who have access to Internet, have equipment/devices, and know how to use them vs. those who don't
4. E-everything from anywhere and anytime - Expectation/demand for 24x7 access and services.
5. Artificial intelligence, big data, data analytics = predictive analytics for Judicial Branch, courts, justice system



Technological and Scientific Trends (continued)

6. Automating work – more and more work will be automated even for senior management and knowledge workers
7. Data sharing – continued need for/progress in networking and sharing of appropriate data/information (information exchange standards.)
8. Increasing risk to digital infrastructure (threats of cyber attack, identity theft, etc.)
9. Continued scientific breakthroughs in nanotechnology, human genetics, and finding cures and treatments for common diseases; etc.

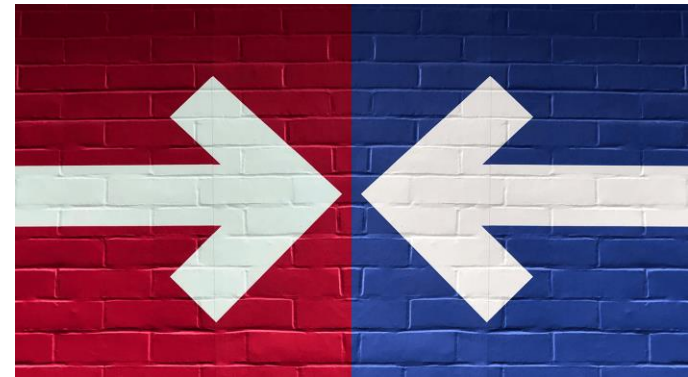




Policy and Political Trends

1. Ongoing debate over controversial issues:

- ▣ Same sex marriage/LGBTQ++ Rights
- ▣ Legalization of medical and recreational marijuana
- ▣ Immigration reform
- ▣ Health Care Reform/Affordable Care Act
- ▣ The “Me Too” Movement
- ▣ Racial and Civil Equity and Justice
- ▣ Voting Rights
- ▣ Vaccinations
- ▣ Gun Control
- ▣ De-fund Police and more



Policy/Political Trends (continued)

2. Continued polarization and gridlock among the major political parties; emergence of a new party?
3. Increasing focus on human trafficking
4. Increasing use of algorithms to influence politics—shaping the way information flows, manipulating individuals, and “bot” participation
5. Declining trust in institutions – government, media, medicine.
6. New laws to protect public safety, privacy, etc. (in the face of fast-moving technological innovation, ethical debates)



National Justice System Trends



National Justice System Trends (p. 1)

1. System Reform: Access to Justice Initiatives; Fines & Bail/Pre-Trial Services; Regulatory Reform; Legal Representation; Legal Education; Jury Practices; etc.
2. Embracing technological innovation/transforming service delivery models
3. Racial/Social Equity & Justice and Diversity, Equity, and Inclusion (DEI) initiatives
4. Increasing focus on: procedural fairness; implicit bias, secondary trauma, etc.
5. Increasing number of litigants with mental health and/or addiction problems; increasing number of treatment/therapeutic courts
6. Pre-COVID – significant decline in some case type filings, decline in jury trials
7. Amid/Post-COVID – anticipated deluge of back filings, rising case backlogs
8. Increase in alternative/innovative methods for resolving disputes (e.g., restorative justice, online dispute resolution, treatment models)

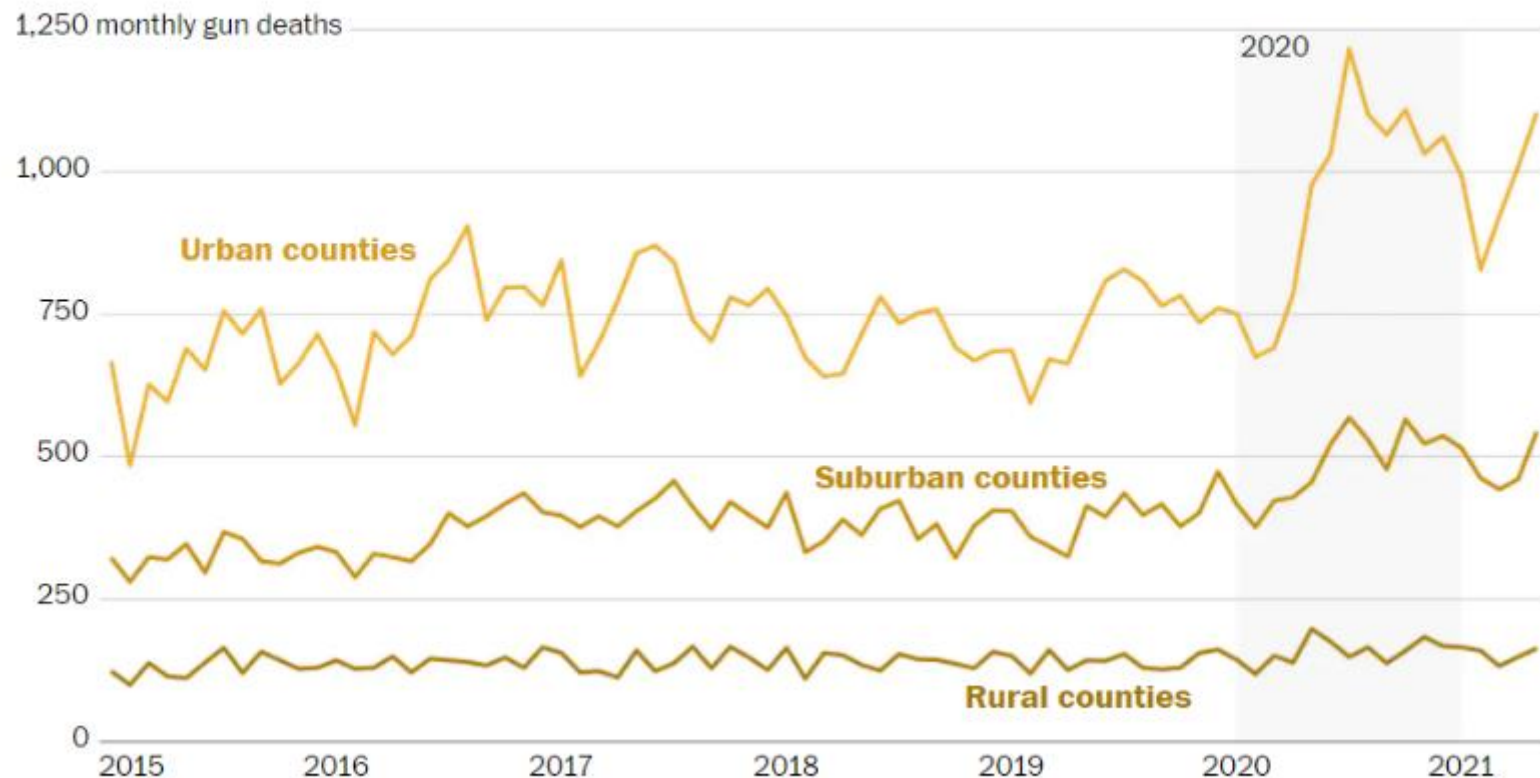
Sources: PRAXIS Consulting, Inc./Dr. Brenda Wagenknecht-Ivey. NCSC Trends Publications. National Association for Court Management – Future in Courts Survey.

National Justice System Trends (p. 2)

- 9. Increasing use of evidence-based practices (e.g., risk/needs assessments) to inform judicial and supervision decisions = achieve more effective case outcomes.
- 10. Declining court infrastructures (e.g., facilities, equipment, security).
- 11. Increasing need to develop the next generation of judicial/court leaders; succession planning.
- 12. High turnover rates; difficulty recruiting/hiring; lack of ready-now successors
- 13. The rise in physical threats and violence against judges/public officials.
- 14. Increasing collaboration among justice system partners to address system-wide issues
- 15. More distance/online education, training, micro-learning; growing need to re-skill and up-skill judges/workforce
- 16. Increase in gun violence/other violent crime (especially in urban areas)

Gun Violence is on the Rise

Areas across the country saw an increase in gun deaths in 2020. High-population **urban areas** were the most affected, but residents in **suburban** and **rural** areas also experienced more gun violence.



National Justice System Trends (p. 3)

- 17. Strategies to combat implicit bias, secondary trauma, etc.
- 18. Increasing collaboration among justice system partners and public engagement to address system-wide issues.
- 19. Re-examination of judicial branch/ governance structures at the state and local levels.



	2023 Budget			
Revenue				
4000 · Membership Dues/Regular	\$ 162,600.00	Rate of \$135; 1084 as of 8/2022; inc to		
4005 · Membership Dues/Associate	\$ 19,500.00	Rate of \$135; 130 as of 8/2022; inc to		
4010 · Membership Dues/Sustaining	\$ 4,500.00	Rate of \$500; 9 as of 8/2022;		
4015 · Membership Dues/Retired	\$ 2,340.00	Rate of \$50; 39 as of 8/2022; inc to		
4025 · Membership Dues/Student	\$ 280.00	Rate of \$35; 7 as of 8/2022;		
4030 · Membership Dues/DUAL	\$ 11,385.00	Rate of \$115; 99 as of 8/2022; inc. to		
4035 · Membership Dues/eLimited	\$ -	Phasing out; 0		
4040 · Membership Dues/Virtual Rate	\$ -	Rate of \$65; 0 in 2022		
4050 · Scholarship Fund	\$ 3,000.00	\$1,500 from Gallas & \$1,500 from Fundraising; includes Amazon Smiles and Paypal Membership Fund		
4065 · Donations/Other	\$ 90,000.00	NCSC in-kind contribution to NACM		
4070 · Interest Income/Regular	\$ 30.00	Interest from Accounts		
4080 · Unrealized Gain/Loss	\$ -	Per Marcum		
4090 · Fees and Registrations	\$ 521,000.00	Conference Registrations from MY and Annual		
4095 · In-Kind Registration	\$ -	Speaker Daily Rate		
4100 · Social/Other Income	\$ 10,000.00	Social income from MY & Annual		
4110 · Vendor Income	\$ 200,000.00	Income from vendor booths		
4120 · Sponsorship Income	\$ 90,000.00	Income from sponsorships		
4130 · Grant Income (Conf & WeToo in 2020)	\$ 168,080.00	Funds from SJI for Conference & WeToo		
4140 · Advertising Income	\$ 11,200.00	Court Manager and Court Express advertisements		
4150 · Publication Sales	\$ 500.00	Online NACM Store sales on guides & webinars		
Total Revenue	\$ 1,294,415.00			
Expense				
5100 · Travel/General	\$ 71,992.42	Travel for board members for MY, Annual, Fall Board Meeting includes President Travel		
5105 · Travel/President	\$ 15,000.00	President travel to other events/conferences (non-NACM)		
5110 · Travel/Officer	\$ 1,500.00	Secretary/Treasurer orientation (NCSC pays for VP travel to orientation)		
5120 · Travel/Site Visit	\$ 3,000.00	Site visits		
5125 · Travel/Association Serv.	\$ 20,345.00	Association services travel to MY and Annual & Manager travel to Fall Board Mtg.		
5130 · SJI Speaker Travel	\$ 17,000.00	Hotel/airfare for speakers for MY and Annual (limited to grant amount)		
5200 · Honoraria	\$ 25,000.00	SJI honoraria		
5300 · Conference Expenses	\$ 35,195.00	Various MY and Annual conf expenses incl: Room rentals, name tags, lanyards, socio, freeman, expocad, entertainment		
5310 · Food and Beverages	\$ 378,528.22	F&B from Annual, MY, Board Meeting catering, plus social event cost		
5320 · Audio Visual	\$ 73,000.00	SJI AV for MY and annual (50% of estimate)		
5400 · President's Discretionary	\$ 2,500.00	Discretionary - sympathy flowers, cards, stamps, gift cards for ECP/FTA Reception, staff name badges, letterhead, notecards, Board dinner, and giveaways at conferences		
WE TOO	\$ -			
5600 · Scholarships	\$ 6,410.00	includes \$1500 Gallas, \$1500 ICM, Conference Scholarships, Membership Scholarship		
5650 · Awards	\$ 1,300.00	Award of Merit, Enhancing Justice, ECP, Perkins, Technology		
5700 · Presidents Gifts	\$ 400.00	Gift & Plaque to president only; incoming president gavel		
6000 · Telephone				
6010 · Webinars	\$ 1,630.00	Zoom for webinars and conference calls		
6100 · Conference Calls				
6200 · Postage	\$ 4,250.00	Correspondence, SJI Grant, Trunk Shipments to Conferences		
6300 · Printing/Photocopying	\$ 12,625.00	4 court managers design expense + mellen street (\$2500/issue) plus stock photos (\$45/photo)		
6400 · Office Supplies	\$ 300.00	name badges, raffle tickets, nacm envelopes		
6410 · LinkedIn				
6500 · Insurance Expense	\$ 8,000.00	Conference, D&O, Liability, and umbrella insurances (quotes not available until Dec)		
6600 · Consultant	\$ 87,724.00	live stream (86,540), survey monkey (\$408), iconfact, (\$776), WeToo Grant (\$0)		
6610 · Audit Fee	\$ 3,000.00	Regular audit fee \$3k, Full audit once every 3 years \$10K		
6700 · Website Devlp/Internet Exp	\$ 8,070.00	howell maintenance plan \$7,500, media temple domain license \$20, wp hosting license \$550		
6800 · Credit Card Fees	\$ 20,000.00	processing fee for CC		
6810 · Licenses & Fees	\$ 500.00	ASCAP \$133, SCC Filing \$25, Trademark for NACM \$0 in 2023; Process St \$300		
6820 · Admin Suppl/Contract Fee	\$ 402,657.00	NACM ANNUAL CONTRACT less 68K for SJI +Trigger Clause Bonus (no trigger clause bonus predicted for 2022)		
6950 · Depreciation	\$ 4,500.00	for website, mandated by Marcum		
7000 · Grant Match-Travel	\$ 4,000.00	Speaker Travel		
7010 · Grant Match-Honorarium	\$ 25,000.00	Speaker Honoraria & Conf discount		
7020 · Grant Match-Audio Visual	\$ 73,000.00	Conference AV		
7030 · Grant Match-Admin Support	\$ 68,000.00	Annual contract with NCSC		
Total Expense	\$ 1,374,426.64			
Change in Net Assets	\$ (80,011.64)			

	2023 Budget	
Revenue		
4000 · Membership Dues/Regular	\$ 146,340.00	Rate of \$135; 1084 as of 8/2022; inc to
4005 · Membership Dues/Associate	\$ 17,550.00	Rate of \$135; 130 as of 8/2022; inc to
4010 · Membership Dues/Sustaining	\$ 4,500.00	Rate of \$500; 9 as of 8/2022;
4015 · Membership Dues/Retired	\$ 1,950.00	Rate of \$50; 39 as of 8/2022; inc to
4025 · Membership Dues/Student	\$ 245.00	Rate of \$35; 7 as of 8/2022;
4030 · Membership Dues/DUAL	\$ 11,385.00	Rate of \$115; 99 as of 8/2022; inc. to
4035 · Membership Dues/eLimited	\$ -	Phasing out; 0
4040 · Membership Dues/Virtual Rate	\$ -	Rate of \$65; 0 in 2022
4050 · Scholarship Fund	\$ 3,000.00	\$1,500 from Gallas & \$1,500 from Fundraising; includes Amazon Smiles and Paypal Membership Fund
4065 · Donations/Other	\$ 90,000.00	NCSC in-kind contribution to NACM
4070 · Interest Income/Regular	\$ 30.00	Interest from Accounts
4080 · Unrealized Gain/Loss	\$ -	Per Marcum
4090 · Fees and Registrations	\$ 539,000.00	Conference Registrations from MY and Annual
4095 · In-Kind Registration	\$ -	Speaker Daily Rate
4100 · Social/Other Income	\$ 10,000.00	Social income from MY & Annual
4110 · Vendor Income	\$ 200,000.00	Income from vendor booths
4120 · Sponsorship Income	\$ 90,000.00	Income from sponsorships
4130 · Grant Income (Conf & WeToo in 2020)	\$ 168,080.00	Funds from SJI for Conference & WeToo
4140 · Advertising Income	\$ 11,200.00	Court Manager and Court Express advertisements
4150 · Publication Sales	\$ 500.00	Online NACM Store sales on guides & webinars
Total Revenue	\$ 1,293,780.00	
Expense		
5100 · Travel/General	\$ 71,992.42	Travel for board members for MY, Annual, Fall Board Meeting includes President Travel
5105 · Travel/President	\$ 15,000.00	President travel to other events/conferences (non-NACM)
5110 · Travel/Officer	\$ 1,500.00	Secretary/Treasurer orientation (NCSC pays for VP travel to orientation)
5120 · Travel/Site Visit	\$ 3,000.00	Site visits
5125 · Travel/Association Serv.	\$ 20,345.00	Association services travel to MY and Annual & Manager travel to Fall Board Mtg.
5130 · SJI Speaker Travel	\$ 17,000.00	Hotel/airfare for speakers for MY and Annual (limited to grant amount)
5200 · Honoraria	\$ 25,000.00	SJI honoraria
5300 · Conference Expenses	\$ 35,195.00	Various MY and Annual conf expenses incl: Room rentals, name tags, lanyards, socio, freeman, expocad, entertainment
5310 · Food and Beverages	\$ 378,528.22	F&B from Annual, MY, Board Meeting catering, plus social event cost
5320 · Audio Visual	\$ 73,000.00	SJI AV for MY and annual (50% of estimate)
5400 · President's Discretionary	\$ 2,500.00	Discretionary - sympathy flowers, cards, stamps, gift cards for ECP/FTA Reception, staff name badges, letterhead, notecards, Board dinner, and giveaways at conferences
WE TOO	\$ -	
5600 · Scholarships	\$ 6,410.00	includes \$1500 Gallas, \$1500 ICM, Conference Scholarships, Membership Scholarship
5650 · Awards	\$ 1,300.00	Award of Merit, Enhancing Justice, ECP, Perkins, Technology
5700 · Presidents Gifts	\$ 400.00	Gift & Plaque to president only; incoming president gavel
6000 · Telephone		
6010 · Webinars	\$ 1,630.00	Zoom for webinars and conference calls
6100 · Conference Calls		
6200 · Postage	\$ 4,250.00	Correspondence, SJI Grant, Trunk Shipments to Conferences
6300 · Printing/Photocopying	\$ 12,625.00	4 court managers design expense + mellen street (\$2500/issue) plus stock photos (\$45/photo)
6400 · Office Supplies	\$ 300.00	name badges, raffle tickets, nacm envelopes
6410 · LinkedIn		
6500 · Insurance Expense	\$ 8,000.00	Conference, D&O, Liability, and umbrella insurances (quotes not available until Dec)
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Total Expense	\$ 1,374,426.64	
Change in Net Assets	\$ (62,046.64)	



ABSTRACT

The National Association for Court Management (NACM) seeks \$168,080 in State Justice Institute (SJI) funding for a twelve-month period to: 1) develop and deliver nationally significant educational programs, related material and curriculum with continued focus on SJI Priority Investment Areas and the NACM Core®; and 2) continue distant learning opportunities to broaden the scope and delivery of educational opportunities available in a convenient and flexible method accessed by judges, court managers, administrators and other judicial branch employees to include many of NACM's justice partners such as the Conference of Chief Justices (CCJ)/Conference of State Court Administrators (COSCA), National Association of State Judicial Educators (NASJE), American Judges Association (AJA), National Association of Presiding Judges and Court Executive Officers (NAPCO), state court management associations, and NACM's international partners. The proposed start and end dates are January 1, 2023 – December 31, 2023.

The requested grant funds will enable NACM to meet its goals of providing comprehensive educational programs and distance learning opportunities to increase the capacity of professionals in the field of court management. NACM's 2023 conferences and educational opportunities will provide attendees with training and networking opportunities which highlight the competencies that serve as the hallmark of the profession. NACM will develop and implement educational sessions that target several SJI's Priority Investment Areas. Both conferences will focus on promoting the concepts of fulfilling the promise of justice for all in America.



NACM believes it has played a significant role in providing educational programming that is focused on enhancing the intellectual capital of the courts to benefit individuals, the court as an organization, the public, and others while remaining consistent with the purposes and responsibilities of courts. NACM has also been a leader in steering the field of court administration to a heightened professional level.

NACM's conferences, online publications, and online distance learning initiatives have assisted its members and supporters in meeting the expectations of the public that courts provide services that are responsive, strategic and transformative in their approach to improving the justice system.

In an effort to extend the benefits of the conference offerings as widely as possible, NACM offered live streaming of several educational sessions, many of which were also recorded. There were more than 150 viewers of live streamed educational sessions at the 2022 Midyear conference and over 265 at the 2022 Annual conference. Following the conferences, NACM has uploaded more than 22 educational sessions. In addition, there were more than 3,000 visitor impressions of the midyear and annual videos available online from June 1, 2022 to October 1, 2022.

The 2023 Midyear conference theme is entitled "Preserving the CORE: It's All About Justice". The 2023 Annual conference theme will focus on "Fulfilling the Promise of Justice for All Through Connection". Grant deliverables will include live streaming and



video recording of key sessions and the publication of written summaries of key sessions in the annual conference edition of NACM's *Court Manager* publication.

For this project, NACM's secretariat staff, board members and educational specialist will:

- Finalize development and deliver curriculum at NACM's 2023 Midyear conference (Task 1);
- Finalize development of and deliver curriculum at NACM's 2023 Annual conference (Task 2);
- Develop conference themes for NACM's 2024 Midyear and Annual conferences (Task 3); and
- Provide project management (Task 4).



Fulfilling the Promise of Justice for All in America

State Justice Institute Project Grant Application

National Association for Court Management's

Fulfilling the Promise of Justice for All in America

Total SJI Funding Requested: \$168,080 with Cash Match of \$170,000 and in-kind Support of \$23,350.

Estimated Length: 12 Months; January 1, 2023 – December 31, 2023

Priority Investment and Strategic Initiative Areas Addressed:

*Promoting Access to Justice and Procedural
Fairness*

*Reducing Disparities and Protecting
Victims, Underserved, and Vulnerable
Populations*

Advancing Justice Reform

Transforming Courts

Mission Areas and Activities Addressed:

Our 2023 conferences will focus on the following themes:

- **Procedural Fairness:** Courts must ensure fair processes and just outcomes for all court users. Operations that increase public trust and confidence must be a priority.
- **Sustainable Justice:** Courts accomplish their primary purpose of resolving disputes by holding parties accountable to court orders while promoting understanding of causes of conflict and working with the community at large to resolve them.
- **Civil, Juvenile, Family and Criminal Case Reform** to address systemic issues and barriers in access to equal justice and treatment for those who interact with the courts.
- **Programs that Promote Racial Justice** to judges and court professionals.
- **Community Collaboration** efforts to improve communication between courts, justice partners, and court participants.



Fulfilling the Promise of Justice for All in America

- **Diversity, Equity, and Inclusion** as core values for all judges and court staff promoting accountability for interactions and thought that benefit the court, the community and the profession.
- All courts at every jurisdictional level play a vital role in **transformation and reform**.

National Association for Court Management

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kellyh@nacmnet.org

Program Narrative

Project Objectives

Transformational disruptive change is frequently discussed, but only rarely achieved. Yet, we have certainly seen disruptive change in our justice system over the past two years. This momentum for meaningful change in courts across the globe must be maintained.

NACM is committed to ensuring that court services and processes continue to improve through its conferences. As an association of court professionals, NACM promotes the sharing of best practices, innovations and insights on the management of our courts. NACM will also continue to focus on our Core® principles and SJI Priorities.



Education enhances the intellectual capital of the courts to benefit individuals, the court as an organization, the public, and others. It involves judges and court personnel as well as court leadership (judicial and administrative). Education is an investment in change. Education brings about desirable change for individuals, for the court, for the public, and more. Economic challenges continue to impact the business of courts across the country and abroad. The leadership required to maintain high performing courts despite limited resources has served as the impetus for judicial systems to refine their approach to governance and judicial administration. Engaging professionals in the judicial system in meaningful and instructive dialogue and formal education regarding the key challenges faced in the field is an essential component of delivering educational programs focused on procedural justice while leveraging the capacity for high performance. NACM believes that educational frameworks developed for court professionals must be inspiring, build upon the foundational concepts, and be reflective of the work performed daily in institutions around the country and the world. The activities to be supported by the proposed program will demonstrate how the values which must orient the work of court professionals – the purposes and responsibilities of courts, and the leadership principles that are associated with them – permeate throughout the organization and are attainable through such exchanges and education.

The National Association for Court Management (NACM) proposes to utilize this SJI project grant toward two main objectives: 1) develop and deliver nationally significant educational programs, related material, and curriculum focusing on SJI Priority



Investment Areas and the NACM Core®; and 2) expand and broaden remote technology through live and recorded distance learning opportunities to members and NACM's justice partners to include Conference of Chief Justices (CCJ)/Conference of State Court Administrators (COSCA), National Association of State Judicial Educators (NASJE), American Judges Association (AJA), National Association of Presiding Judges and Court Executive Officers (NAPCO), state court management associations, and NACM's international partners.

These project objectives will be accomplished through digital recording and live streaming of two major training initiatives in 2023 – first, at NACM's Midyear conference to be held February 5-7 in Minneapolis, Minnesota, and second, at NACM's Annual conference to be held July 9-13 in Tampa, Florida. NACM will live stream multiple plenary and breakout sessions at both conferences. These digital recordings will be posted to NACM's website and on NACM's video channel. All materials will be made available on NACM's website at www.nacmnet.org. Finally, NACM will utilize the funds to begin to develop themes and descriptions for its 2024 Midyear and Annual conferences, to be held in Orange County, California, and New Orleans, Louisiana, respectively.

Program Areas to Be Covered

In changing times, leadership meets its greatest challenges. There is the opportunity not just to change courts, but to transform them. NACM is dedicated to educating court professionals, providing community, sharing information, and advocating on important court and justice system topics. Specifically, NACM advances the effective and efficient



administration of justice and does so through its educational programs.

Challenges exist as we face a downward trend in public trust and confidence with government and it's time to acknowledge challenges, devise strategies to reverse these trends, and implement them. The initial challenges are vast, but there is a roadmap for turning negative perceptions into positive ones and to increasing public trust and confidence in our state courts. NACM has an obligation to its members, to the profession, to the judiciary, and the public at large to call attention to important issues facing courts. The organization has positioned itself to take a leadership role in identifying and discussing such issues and provide meaningful platforms for engagement through education, publications, conferences and partnerships. These are opportunities through which court managers and leadership judges may meaningfully address them in their courts, states and the nation.

NACM provides a robust forum fostering innovative practices and professional development that inspires excellence in its membership, enhances public trust and confidence in our courts, and embraces the fundamental duties and responsibilities inherent in an accountable and independent judicial branch of government. Through its conference and distance learning initiatives, NACM provides leadership development through continuing education opportunities. The mission and ultimate goal of the NACM educational conferences is to provide court management professionals the opportunity to increase their proficiency and develop as court leaders while working with colleagues to improve the administration of justice.



Fulfilling the Promise of Justice for All in America

NACM's core values encompass basic principles for guiding NACM's performance as well as its internal and external relationships. NACM is the **ALL VOICES** of the court management profession and succeeds by providing:

Action

IncLusive

CoLlaboration

DiVersity

InnOvative

EngagIng

Community

SERVICE

EthicS

The influence of the NACM Midyear and Annual conferences and their substantive focus, process, and speaker selection is well known. NACM conference curriculum helps courts and their leaders and staff to improve court services and the quality of justice nationwide and throughout the world. Funding this project ensures continuation of the quality education planning and delivery expected of NACM by its members. This project will focus on the program objectives set forth by SJI through offering educational training and resources providing "significant national impact" including transformative governance. Programs will focus on leading courts in times of change and how to lead and manage in a rapidly



changing environment.

Through its leadership in judicial branch education and court administration initiatives, NACM's 2021-2026 National Agenda emphasizes program priorities and improvements in the court management profession. Through such strategy, NACM is committed to fostering the following priorities:

- Advance Excellence in Court Management
- Promote Fair and Accessible Justice through Diversity, Equity, and Inclusion
- Develop Leaders for Tomorrow's Challenges
- Enhance Public Perception of the Courts

NACM will incorporate the priority, utilizing technology to promote best practices, as an enhancement for the other four priorities.

Through NACM's Midyear and Annual conference planning process, these priorities set the focus for our educational programming and development of products to immediately and effectively deliver information relevant to judicial branch needs and interests.

Specifically, through promoting improved court leadership and governance, court leaders will be armed with tools and information to shape a better future by redefining and clarifying the court's mission and the scope of its service priorities. The priorities also help guide the courts to identify and discuss challenges, brainstorm solutions, and develop meaningful strategies and partnerships to improve the administration of justice while consistent with SJJ's Priority Investment and Strategic Initiative Areas.



2023 Conferences

In accordance with NACM guidelines, the President-Elect, as Conference Development Subcommittee chair, in conjunction with the Vice President, committee members, and the contracted educational planner, is responsible for conference planning for the 2023 year. NACM publishes concept/call for proposals based around this theme. Following submission of proposals, a team of the Conference Development Subcommittee evaluates and helps select workshop sessions for the conference agendas.

NACM's 2023 Conferences will provide attendees with training and networking opportunities that will encourage them to consider how collaboration and engagement can be used to address systemic issues that intersect with internal and external interests of the judicial branch.

Fulfilling the Promise of Justice in America (Overarching Theme)

2023 Midyear Conference

The challenges courts face continue to upend society. NACM will address these challenges and Fulfilling the Promise of Justice in America through its two 2023 conferences. The 2023 Midyear Conference will be entitled: **Preserving the CORE: It's All About Justice.**

The global pandemic and its variants have significantly disrupted nearly every aspect of American life, but courts have been particularly impacted. By their nature, courts bring people together on neutral ground to resolve disputes. Indeed, justice is a human endeavor that relies on human interaction.



While not exactly easy, pandemic adjustments to court processes have been mostly technical. But adaptive challenges unrelated to the pandemic have also emerged with the potential to threaten the rule of law.

Troubling instances of disproportional force used by law enforcement – some deadly and many captured on video - have reinvigorated public demonstrations to address racial bias in our justice system. Hyper-partisanship precipitated unsuccessful attempts in court to challenge election results. The rule of law was violently defied by a mob that attempted to disrupt the certification of electoral votes by force. Court professionals must recognize that normal was never good enough. We cannot go back, so instead we must forge a better future while maintaining Justice at the Core of our fundamental purpose. The Midyear will study this important theme and efforts across this nation to sustain justice.

2023 Annual Conference

The annual conference entitled Fulfilling the Promise of Justice for All through Connection will focus on Racial Justice and barriers to equity in our justice system. We must recognize that justice is not equally distributed. There are many perceived injustices based on race and ethnicity, socioeconomics, gender, and disability. Courts must be mindful of such barriers so that innovations and system improvements can be implemented.

What are current levels of public trust and confidence in the justice system, and how do systemic racism and societal inequities affect those levels? This conference will be looking at



the historical and legal developments that brought us to the current system. We will also look to explore new approaches to delivering justice and fulfilling its promise.

Americans need to have confidence that the courts will deliver equal justice, and that rulings will be independent and fair-minded. Courts must be seen as the ultimate protector of America's promise of fairness, commitment to the rule of law and cornerstone of democracy. Our democracy depends on fair and independent courts to protect against abuses of power, provide checks and balances, and administer justice.

As an association of court professionals, NACM promotes the sharing of best practices, innovations and insights on the management of our courts. Preferred topic areas for this conference include but are not limited to:

- Creative Uses of Technology and social media to ensure court users their day in court and right to a jury trial.
- Procedural Fairness: Courts must ensure fair processes and just outcomes for all court users. Operations that increase public trust and confidence must be a priority.
- Sustainable Justice: Courts accomplish their primary purpose of resolving disputes by holding parties accountable to court orders while promoting understanding of causes of conflict and working with the community at large to resolve them.
- Civil, Juvenile, Family and Criminal Case Reform to address systemic issues and barriers in access to equal justice and treatment for those who interact with the courts.
- Programs that Promote Racial Justice to judges and court professionals.
- Community Collaboration efforts to improve communication between courts, justice



partners, and court participants.

- Diversity, Equity and Inclusion as core values for all judges and court staff promoting accountability for interactions and thought that benefit the court, the community and the profession.
- All courts at every jurisdictional level play a vital role in transformation and reform.

Special consideration will be given to proposals that address one or more of the above topics while focusing on the use or development of practical tools that enhance leadership in the courts. NACM fully supports the work of the State Justice Institute (SJI). As such, it has encouraged speakers looking to submit proposals should consider ways to advance learning around SJI's Priority Investment Areas and Strategic Initiatives.

Planning for the 2023 conferences is currently underway, and it is anticipated that both the 2023 Midyear and Annual conference will continue to integrate the foundational concepts of the NACM Core®.

Need for the Project

Courts have a duty to be accountable and provide justice for the people they serve. Public trust and confidence in the courts is critical to a well-functioning society. Courts can easily lose the confidence of the public and efforts must be ongoing to both ensure and constantly reexamine if citizens' needs are being met. It is more important than ever that courts continue to educate the public about the role and management of courts. This requires greater collaboration with justice partners and stakeholders.



Effective management of the courts requires a focus on performance. This can result in improvements in public perception.

NACM believes that there are five performance areas to which all courts should aspire:

1. Access to Justice
2. Expedition and Timeliness
3. Equality, Fairness, and Integrity
4. Independence and Accountability
5. Public Trust and Confidence

Achieving high performance in these areas is not easy, as courts are complicated. As the nations' leading organization of professional court managers, NACM must be both a resource and at the center of education and training. This project will assist NACM in continuing its mission to focus on important issues facing the courts and will enable NACM to continue offering professional development opportunities through educational programs both in person and remotely. Interests important to both SJI and NACM will be advanced through the broad delivery conference content. NACM is committed to excellence and strives to produce conference curriculum that fosters that excellence.

Following the placement of the past conference distance learning modules on the NACM website, educational opportunities were made easily accessible through convenient web-based access at a time and place suitable for their needs and without the cost of travel to a national conference. Remote access has been provided to training programs such as:



Resiliency in the Midst of Uncertainty: Deploying Proven, Powerful Tools to Achieve Success	NACM Core: Workforce Management I
More than a Feeling: Making Inclusion Measurable	NACM Core Workforce Management II
Blueprint for Racial Justice	Core Operations Management – The Kitchen Sink of Court Administration
Core Educational Development – Redesigning Education for the Virtual World	NAPCO PJ/Court Administrator: Governance and Leadership Principles
Behavioral Health and the Court: Leading Change	State of the State Courts: Pandemic-Era Public Opinion
Agile Strategies for Adapting to Change	NACM Core: The Leadership Competency – Being a Resilient Leader
Workforce Diversity Retention Project: A Way Forward	Artist Jacob Lawrence on Art and Justice

All of the presentations were available for individual viewing as well as group training in a classroom environment. Virtual education is now part of the planning agenda of most courts concerned with training and development, and the distance learning component of this project is needed to achieve greater national impact through the education of judges and court personnel on the essential functions and administration of justice in our nation's courts.

Tasks, Methods and Evaluation



In support of this project, the following general tasks will be completed within the 12-month period:

- Finalize the development of content and deliver it at the NACM Midyear Conference in 2023.
 - The 2023 NACM midyear conference will be held from February 5-7 in Minneapolis, Minnesota.
- Finalize the development of content and deliver it at NACM's 2023 Annual Conference.
 - The 2023 annual conference will be held from July 9-13 in Tampa, Florida.
- Digitally video and/or audio record a select number of educational sessions at the 2023 midyear and Annual conferences and host the videos on NACM's website (nacmnet.org) and video channel.
 - Educational sessions - At least two (2) plenary and 1-2 breakout sessions per time slot will be captured by video for the 2023 Midyear Conference. Multiple breakout sessions per day and all plenary sessions will be captured by video for the 2023 Annual Conference. Following final editing, nearly forty (40) educational videos will be available to judges, court administrators, and judicial branch employees across the country and the world.
- Develop conference themes and descriptions for the NACM Midyear and Annual conferences in 2024.
- Project Management will include the completion and filing of SJI quarterly



progress and financial reports and coordination with assigned SJI staff and management.

Following the learning objectives identified and objectives set for the conference themes, faculty identification and selection will focus on nationally and regionally recognized subject matter experts to meet and fulfill such objectives for each workshop and plenary session. As part of the ongoing work of the NACM Conference Development Subcommittee, NACM identifies experienced keynote speakers to deliver more in-depth follow-up workshop sessions. NACM's speaker selection criteria ensures the faculty chosen have knowledge and experience related to the specific subject matter and possess the ability to prepare both written materials and visual presentations for large groups. Materials made available to conference attendees will also be made publicly available in electronic format on NACM's website. The recorded sessions will also be shared with NACM's justice partners such as Conference of Chief Justices (CCJ)/Conference of State Court Administrators (COSCA), National Association of State Judicial Educators (NASJE), American Judges Association (AJA), National Association for Presiding Judges and Court Executive Officers (NAPCO), state court management associations, and NACM's international partners. In addition, NACM will live stream its plenary sessions and several breakout sessions.

NACM estimates that 200-300 leadership judges and court managers will attend its 2023 Midyear Conference. NACM is also optimistic that over 500-700 leadership judges, court managers, international members and other judicial branch personnel will attend its 2023



Annual Conference. Conference registration rates cover education expenses, food and beverage, and social events.

Evaluation of this project will be accomplished through two methods: 1) digital evaluation at the close of each conference day; and 2) summative post-conference evaluation focusing on educational content and overall adherence to stated conference learning objectives.

With the use of an electronic on-site daily evaluation tool, attendees will evaluate each NACM conference presentation, the purpose of which is to assess the level of achievement in meeting the stated program objectives, speaker quality and effect, and to identify areas that exceeded expectation or recommendations for improvement. Following the conclusion of the conference, attendees receive an electronic summative conference evaluation. This process helps NACM leadership assess the overall success and impact of the conference, measuring learner achievement, and how well the conference learning objectives were met. These results supplement on-site evaluation at the close of each conference keynote and workshop. NACM has recently begun to use an event application for mobile devices. The event app has the ability to allow for session reviews and comments. NACM is using this as part of its evaluation process to allow for more real-time feedback together along with a post conference survey.

The evaluation results are made available to the NACM Board. The Education consultant for NACM will review results, and, after obtaining consent from the NACM



Board, make necessary changes in future conferences.

Project Management

Project Management for this project will include the completion and filing of SJJ quarterly reports and coordination with assigned SJJ staff and management. Contract staff will submit project management reports. In addition, NACM will work with NACM's secretariat staff, NCSC, to produce timely financial reports. Lastly, NACM will ensure that there is adequate coordination to complete the below-mentioned activities as scheduled.

In order to accomplish these tasks, NACM will utilize the following methods:

Task 1: 2023 NACM Midyear Conference (February 5-7, 2023)

Activity	Anticipated Completion Date
Make final contact with assigned faculty for last-minute logistical needs.	Mid-January 2023
Finalize logistical needs to include audio and VGA feeds for digital capture of educational programs.	Late-January 2023
Coordinate educational training program to include speakers, video recording and operators, and problem solve during educational conference.	February 2023



Stream live the plenary sessions and certain breakout sessions.	February 5-7, 2023
Edit and prepare recorded educational programs encoded for streaming video via web link.	Late-February 2023
Post video files on NACM YouTube channel.	Late-February 2023
Market Distance Learning educational opportunities to membership.	March 2023
Review speaker and conference evaluations and make adjustments for future conference	March 2023

Task 2: 2023 NACM Annual Conference (July 9-13)

Activity	Anticipated Completion Date
Finalize curriculum sessions for conference, including session titles, overall session content requirements and assigned faculty.	March 2023
Ensure speaker agreements and logistical needs forms are completed and returned.	May 2023
Finalize session workshop descriptions, speaker biographical information and technology needs such as A/V, audio and VGA feeds for digital capture of educational programs.	June 2023
Make final contact with assigned faculty for last-minute logistical needs.	June 2023
Coordinate educational training program to include speakers, video recording and operators, and problem solve during educational conference.	July 2023
Stream live the plenary session and certain breakout sessions.	July 9-13, 2023



Edit and prepare recorded educational programs encoded for streaming video via web link.	Mid-August 2023
Post video files on hosting website and NACM's video channel.	Late July-August 2023
Market Distance Learning educational opportunities to membership and justice partners.	August 2023

Task 3: Development of 2023 NACM Midyear and Annual Conference curriculum

Activity	Anticipated Completion Date
Finalize midyear conference theme.	July 2022
Develop midyear program design.	July 2022
Finalize annual conference theme.	August 2022
Evaluate and identify speakers for midyear conference.	September-October 2022
Develop annual program design.	November 2022
Finalize midyear conference educational agenda.	November 2022
Evaluate and Identify speakers for annual conference.	December 2022
Finalize annual conference educational agenda.	December 2022–January 2023

Task 4: Project Management

Activity	Anticipated Completion Date
Ensure required SJI progress reports and financial reports are finalized and filed.	Quarterly, one month following end of quarter
Coordinate task activities with NACM officers, Board and administrative staff.	As needed
Participate in NACM Conference Development Committee teleconference calls and other Board meetings.	Monthly, as needed



Review project timeline and budget.	Monthly, as needed
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Product and Dissemination Plan

Many of our workshop and plenary sessions and session summaries will be posted to the website as well as published in the Conference Edition of the *Court Manager*.

Specifically, dissemination of products for this program include:

- Workshop descriptions, handouts, including presentation materials and speaker biographies, made available on the NACM conference application;
- Notice to NACM's justice partners – Conference of Chief Justices (CCJ)/Conference of State Court Administrators (COSCA), National Association of State Judicial Educators (NASJE), American Judges Association (AJA), National Association of Probate Court Officials (NAPCO), state court management associations, and NACM's international partners
- Plenary summaries prepared for publishing in the *Court Manager*; and;
- Conference plenary and breakout sessions recorded videos and/or audio hosted on the NACM website and NACM's video channel.

Applicant Status

NACM is a national non-profit organization for the education and training of state court judges, court administrators, managers, supervisors, and other support personnel.

Staff Capacity

NACM will not directly employ any staff for this project but will contract with the National



Center for State Courts to provide consulting services to develop and plan conferences described above. In addition, NACM will contract with a provider to record and edit sessions and will also contract with proven, highly evaluated speakers to deliver and record curriculum content. NACM will also contract with the National Center for State Courts to provide Secretariat services that will include management of the financial and reporting aspects of this project.



Budget Narrative

NACM proposes the following amounts for the previously described project:

Personnel: \$16,800

SJI Funds: \$0

Applicant Funds: \$0

In-Kind Support: \$16,800

Narrative: The NACM Officers and Board will be intensely involved in all aspects of the proposed project - spending hundreds of hours devoted to this project. For purposes of this project application, NACM board members (14 total) will spend 4 days each at an estimated rate of \$300/day for a total in-kind support of \$16,800.

Fringe Benefits: \$6,550

SJI Funds: \$0

Applicant Funds: \$0

In-Kind Support: \$6,550

Narrative: The fringe benefits that make up the in-kind support are calculated as an estimate of the prevailing rate of 39% of the personnel costs as noted above.

Consultant/Contractual: \$317,080

SJI Funds: \$151,080

Applicant Funds: \$166,000

SJI Funds for Honorarium for Plenary and Breakout Conference Speakers: \$25,000



NACM proposes to pay honorarium to select 2023 plenary and breakout session conference speakers, who will lay out each day's topic area, at an average rate of \$3,500 (for at least 4.5 days of preparation, travel and delivery – not to exceed \$800/day) for plenary speakers and \$450/day for breakout speakers, which is considered to be the prevailing rate. Top rated speakers highly in demand will be sought. NACM is requesting \$25,000 for the two conferences. For speakers who do not charge a speaker fee or whose rates are less than expected, NACM may offer those speakers the daily registration attendance fee of \$200 and \$275 for the annual conference. This allows the speaker to remain on-site all day and participate in other sessions and be available for networking with court leaders attending the conference. As speakers and session topics firm up, NACM may shift resources between the two conferences based on the need

Applicant Funds for Plenary and Breakout Conference Speakers: \$25,000

SJI Funds for Audio/Visual and Wi-Fi/internet Contract Costs: \$73,000

Total costs for audio/visual and Wi-Fi for the midyear conference is \$56,000. Total costs for audio/visual and Wi-Fi for the annual conference is \$90,000. Based on historical expenditures and anticipated needs NACM requests 50% of the cost of A/V needs at the 2023 midyear conference and 50% of the cost of A/V and Wi-Fi needs at the 2023 annual conference to cover sessions that directly align with SJI's Priority Investment Areas and Strategic Initiatives. NACM will pay the remaining balance of the audio/visual and Wi-Fi costs including those not covered by sponsorship.

Applicant Funds for Audio/Visual and Wi-Fi Contract Costs: \$73,000.



SJI Funds for Distance Learning: \$53,080

NACM proposes to enter into a contract with an experienced digital audio and/or video recording provider to capture project sessions at the annual conference; live stream sessions, edit the material; and place the video recorded educational material on the NACM video channel for general viewing and possible download. NACM also hosts all recorded videos and conference materials on its website for members to access at any time after the conference or recorded event. Based upon estimates for such services, NACM requests \$26,540 for the 2023 midyear conference and \$26,540 for the annual conference.

Applicant Funds for Distance Learning: \$0

SJI Funds for Conference Management, Support Services & Marketing: \$0

NACM enters into a Memorandum of Understanding with the National Center for State Courts to provide conference management and support services. Services include active participation in monthly conference development committee meetings, coordination of hotel logistics and A/V needs, assistance with conference publicity, management of faculty agreements, on-site conference registration assistance, faculty and A/V support, preparation of quarterly progress reports, and collecting, analyzing and reporting conference surveys results and evaluations. NACM will utilize a portion of its conference management, support services and marketing budget for the conferences as matching funds.

Applicant Funds for Conference Management, Support Services & Marketing: \$68,000

Travel: \$21,000

SJI Funds: \$17,000



Applicant Funds: \$4,000

Narrative: Applicant funds will be utilized for travel expenses for faculty for the 2023 midyear and annual conferences who will be addressing content related to SJI's priority investment areas and other sessions of national interest. NACM will utilize these funds to pay for flight, hotel and per diem expenses, estimated at \$1,200 per plenary speaker (four to six speakers total) and for relevant breakout session speakers as needed (currently estimated at eight to nine speakers).

TOTAL BUDGET: \$361,430

SJI Funds: \$168,080

Applicant Funds: \$170,000

In-Kind Support: \$23,350

NACM will make matching contributions continuously throughout the course of the project as NACM pays for the services discussed above. The match will be generated from conference registration fees of participants. NACM voluntarily exceeds the minimum cash match requirements due to its commitment to the project and its mission – the education of court professionals.

Midyear Conference Rates and Categories							
	2017 Portland, OR	2018 Orange County, CA	2019 Little Rock, AR	2020 Charlotte, NC	2021 Jacksonville, FL	2022 Bellevue, WA	2023 Minneapolis, MN
Early Bird	\$475.00	\$475.00	\$475.00	\$450.00	VIRTUAL	\$475.00	\$475.00
Regular	\$575.00	\$575.00	\$575.00	\$575.00	-	\$575.00	\$575.00
Onsite	\$625.00	\$625.00	\$625.00	\$625.00	-	\$625.00	\$625.00
ECP Early Bird	-	-	-	\$435.00	-	\$425.00	\$425.00
ECP Regular	\$425.00	\$425.00	\$425.00	\$535.00	-	\$535.00	\$535.00
Non Member Early Bird	\$600.00	\$600.00	\$640.00	\$615.00	-	\$640.00	\$640.00
Non Member Regular	\$700.00	\$700.00	\$740.00	\$740.00	\$15.00	\$740.00	\$740.00
Non Member Onsite	\$750.00	\$750.00	\$790.00	\$790.00	-	\$790.00	\$790.00
Reception	\$25.00	\$35.00	\$35.00	\$35.00	-	\$35.00	\$35.00
Exhibit Hall Lunch	\$45.00	\$45.00	\$45.00	\$45.00	-	\$45.00	\$45.00
Plenary Lunch	\$0.00	\$50.00	\$50.00	\$50.00	-	\$50.00	\$50.00
Live Stream Member						\$250.00	\$250.00
Live Stream Nonmember						\$415.00	\$415.00
Group Rates							
Member						\$475.00	\$475.00
Nonmember						\$640.00	\$640.00
Daily/One Day							
			\$375 group rate for Minnesota association members				

	Annual Conference Rates and Categories						
	2017 Arlington, VA	2018 Atlanta, GA	2019 Las Vegas, NV	2020 New Orleans, LA	2021 San Diego, CA	2022 Milwaukee, WI	2023 Tampa, FL
Early Bird	\$585.00	\$585.00	\$615.00	CANCELLED	Live Stream - \$250.00	\$585.00	\$585.00
Regular	\$685.00	\$685.00	\$715.00		\$650.00	\$685.00	\$685.00
Onsite	-	-	\$785.00		-	\$735.00	\$735.00
ECP Early Bird	\$0.00	\$545.00	\$615.00		-	\$545.00	\$545.00
ECP Regular	-	\$585.00	\$715.00		-	\$585.00	\$585.00
Non Member Early Bird	\$710.00	\$710.00	\$755.00		Live Stream -\$325.00	\$750.00	\$750.00
Non Member Regular	\$810.00	\$810.00	\$855.00		\$785.00	\$850.00	\$850.00
Non Member Onsite	-	-	\$925.00		-	\$900.00	\$900.00
Welcome Reception	\$50.00	\$50.00	\$75.00		\$50.00	\$50.00	\$50.00
Business Meeting Lunch	\$55.00	\$55.00	\$60.00		-	\$55.00	\$55.00
Social Event	\$75.00	\$75.00	\$75.00		\$75.00	\$75.00	\$75.00
Exhibit Lunch	\$55.00	\$55.00	\$50.00		-	\$55.00	\$55.00
Breakfast	\$45.00	\$45.00	\$60.00		-	\$45.00	\$45.00
Live Stream Member						\$300.00	\$300.00
Live Stream Nonmember						\$465.00	\$465.00
Group Rates							
Member						\$585.00	585
Nonmember						\$750.00	750
Daily/One Day							

Exhibit at Midyear Only	\$2,200 (by Jan. 7)	\$2,400 (after)
Exhibit at Annual Only	\$4,000 (by June 3)	\$4,300 (after)
Exhibit at Midyear & Annual	\$6,000 total (MY-\$2,100; AC-\$3,900) by _____ \$6,500 (MY-\$2,300; AC-\$4,200) after	

Midyear Sponsorships

Education with Live Stream (1) - \$6,000
 Education without Live Stream (1) - \$4,500
 Education pre-recorded video (?) - \$3,000
 Wi-Fi – \$6,000
 Opening Reception - \$5,000
 Badge Lanyard - \$1,500

Annual Sponsorships

Keynote (1) - \$20,000
 Education with Live Stream (2) - \$8,000
 Education without Live Stream (2) - \$5,000
 Wi-Fi - \$16,000
 Badge Lanyards - \$2,500
 Water Bottles - \$14,000
 Social Event/Drink Tickets - \$14,000
 Social Event/Entertainment - \$10,000

Vendor Revenue - \$200,000
 Sponsor Revenue - \$90,000

Banner ad on app?



Quote 2661-2778

JW Marriott Tampa
510 Water St
Tampa, FL 33602
Tel: 813-204-6381
Sarah Jolin

National Center for State Courts

Valerie Gardner
300 Newport Avenue
Williamsburg, VA 23185
vgardner@ncsc.org
Tel:

Livestreaming & Recording - 2023 NACM Annual Conference (COMPLEX TPAJD)

Show Date(s): 07/07/2023 - 07/14/2023
Show Location: JW Marriott Tampa
Conveyance Method: Pickup
Billing Method: Master
Currency: USD

Services	Gross	Discount	Discount %	Ext. Price
Equipment Rental	\$24,340.00	\$6,085.00	25.00%	\$18,255.00
Operator Labor	\$4,500.00			\$4,500.00
Rigging Equipment Rental	\$1,472.00	\$358.40	24.35%	\$1,113.60
Subtotal	\$30,312.00	\$6,443.40	21.26%	\$23,868.60
Sales Tax				\$1,706.66
Total Estimate				\$25,575.26

***Service Charges are NOT gratuities and are not paid in whole or in part to employees of Encore or employees of any other party.**

Job#	Room Name	Job Dates	Billing Reference
6852	H.B. Plant Ballroom	07/10/2023 12:00AM - 07/13/2023 11:59PM	
Post As	Livestream GS		

Qty	Gross	Discount	Discount %	Ext. Price
Equipment And Sales	\$16,400.00	\$4,100.00	25.00 %	\$12,300.00
1 Camera Package - Broadcast HD Camera w/Tripod	\$15,600.00	\$3,900.00	25.00%	\$11,700.00
1 HD Triax Camera Control Unit				
1 5" HD "Studio" Viewfinder				
1 Video Lens Focus Control				
1 Fluidhead W/44 LB Capacity				
1 Video Lens Focus Block				
1 Triax Cable				
1 Multi Format HD/SD Camera Body				
1 23x7.6 HD Lens W/ 2X Extender				
1 Video Lens Zoom Control				
1 9" Professional Monitor				
1 Audio/Video Computer Interface Package	\$800.00	\$200.00	25.00%	\$600.00
1 USB computer Audio Interface				
1 Digital Computer Capture Interface				

Qty	Rate	OT Rate	DT Rate	Reg Hrs	OT Hrs	DT Hrs	Ext. Price
Labor							\$2,500.00
4 Video Camera Operator	\$125.00	\$187.50	\$250.00	5.00			\$2,500.00

Job Note:

streaming through vimeo to webex - can record through these apps

Job#	Room Name	Job Dates	Billing Reference
6851	Various Rooms	07/10/2023 10:30AM - 07/11/2023 4:15PM	
Post As	Breakouts w/ Cameras		

Qty	Gross	Discount	Discount %	Ext. Price
Equipment And Sales	\$9,412.00	\$2,343.40	24.90 %	\$7,068.60
2 Camera Package - HD/SD Camcorder w/Tripod	\$5,160.00	\$1,290.00	25.00%	\$3,870.00
1 Camcorder HD 1/3" 3-CHIP				
1 Zoom & Focus Controller				
1 7" Studio Viewfinder				
1 Lightweight Camcorder Tripod				
1 HDSDI Cable 250' + 3 XLR				
1 9" Professional Monitor				
2 Audio/Video Computer Interface Package	\$800.00	\$200.00	25.00%	\$600.00
1 USB computer Audio Interface				
1 Digital Computer Capture Interface				
2 Stage Wash - Ground Supported	\$3,452.00	\$853.40	24.72%	\$2,598.60
6 26 Degree S4 Ellipsoidal				

- 2 12"x18"x10' Truss
- 2 12"x18"x5' Truss
- 2 Box Truss Base Plate
- 1 12 Channel DMX/MPX Lighting Controller
- 1 Lighting T Bar 12x12 Truss

Qty	Rate	OT Rate	DT Rate	Reg Hrs	OT Hrs	DT Hrs	Ext. Price
Labor							\$2,000.00
2 Video Camera Operator	\$125.00	\$187.50	\$250.00	8.00			\$2,000.00

Job Note:

streaming through vimeo to webex - can record through these apps

Subtotal For Event		\$30,312.00	\$6,443.40	21.26%	\$23,868.60
Sales Tax					\$1,706.66
Total Estimate					\$25,575.26

***Service Charges are NOT gratuities and are not paid in whole or in part to employees of Encore or employees of any other party.**

GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE. This Event Quote will be valid for a period of thirty (30) days from the date of the Event Quote or until December 31 of the calendar year in which the Event Quote was issued, whichever is earlier ("Acceptance Period"). These General Terms and Conditions ("Terms") govern the provision of equipment, labor, and services to be provided by Encore Group (USA) LLC ("Encore") to the customer ("Customer") for the event ("Event") at the venue ("Venue"), each as specified in the Event Quote (or similar ordering document) to which these Terms are attached, and form an integral part of such Event Quote or similar ordering document. In the event that this Event Quote is not accepted, signed and returned to Encore within the Acceptance Period, it will be void. All prices are subject to change without notice following the Acceptance Period. Encore agrees to provide and Customer agrees to pay for, the charges for equipment, labor, and services specified in the Event Quote. The Event Quote and these Terms may be collectively referred to as the "Agreement."

2. ESTIMATE. Encore developed this Event Quote based upon information provided by the Customer. This Event Quote is only an estimate of equipment and services Encore will provide in connection with the Event. Therefore, any estimate provided to Customer in connection with the expected service hours, labor hours and/or number of days the Equipment is rented is solely an estimate. If the actual hours, actual quantities of Equipment rented hereunder or actual days the Equipment is rented is greater than the amount indicated in any proposal or quote, Customer will be charged for those overages at Encore's standard rates, less any applicable discounts. In the case where Customer requests and Encore provides, equipment, services, or labor in connection with the Event that is in excess of what is specified in the Event Quote, the parties will execute updated/amended forms or change orders as needed to indicate approval of these additional terms. Customer will be charged and pay for all such additional equipment, services, or labor (including rental fees and freight) at Encore's prevailing standard rates, whether or not any additional forms are executed. Unless otherwise itemized on the Event Quote, all pricing excludes sales tax, freight, shipping/handling, and electrical charges (if applicable to the Event), which will be charged to, and payable by, Customer upon final invoice. Sales tax-exempt entities must submit sales tax exemption certificates prior to the commencement of the Event. If Customer does not send tax exemption certificates to Encore prior to commencement of the Event, sales tax will be charged to, and payable by, the Customer, and will be included in the final invoice.

3. LABOR RATES. Hourly labor rates, minimum calls, overtime labor rates, daily labor rates, and per diems apply, and Encore bases them upon prevailing rates and practices at the Venue and of the Encore business division providing the equipment and services. Encore developed labor estimates based on information provided by the Customer. All labor calls are subject to a minimum charge period based on the Venue rules, Encore servicing division policies, and union rules, as they may apply. In the event that a labor resource works more hours than priced in the Event Quote, Encore will bill the Customer and will pay for the appropriate prevailing or premium rate for the additional hours worked.

4. EVENT TECHNOLOGY SUPPORT. If Event Technology Support (ETS) is listed on your Event Quote, then this Section 4 shall apply. ETS covers additional support elements for the Event including, but not limited to, daily gear preparation, equipment testing, and related consumable items necessary for the Event. ETS charges are not gratuities and are NOT paid in whole or in part to Encore (or other) employees in connection with the Event, and amounts comprising ETS are not otherwise shared with Encore (or other) employees.

5. SERVICE CHARGES. If Service Charges are listed on your Event Quote, then this Section 5 shall apply. The Venue or Encore may bill service charges in association with an Event. Service charges are NOT gratuities that are paid in whole or in part to Encore or other employees in connection with the Event.

6. ADMINISTRATION FEES. If Administration Fees are listed on your Event Quote, then this Section 6 shall apply. Administration Fees are billed in association with all Events and cover general, administrative and overhead expenses incurred in connection with the equipment and services provided by Encore and its operations. These fees are not gratuities and are not received by Encore employees.

7. LOSS DAMAGE WAIVER (LDW). If LDW is quoted in the Event Quote and is accepted by Customer, then Encore will waive charges for loss or damage to Encore-owned equipment provided that: (1) if any loss or damage occurs, Customer agrees it will be required to participate in any investigation by Encore, facility security, insurers, or other authorities; and (2) if Encore determines that the loss or damage was intentionally caused by Customer or its representatives, the LDW will not apply and Customer will be fully responsible for all such loss or damage.

8. EQUIPMENT RATES. This Section 8 does not apply to a fully virtual event. Unless otherwise noted, Encore bases all rates upon per-room, per-day calculations with the minimum rental period being one calendar day. A day rental period consists of all or any portion of each 24-hour period starting at 12:00 AM to 11:59 PM. Customer agrees to pay the rental fees described in the Event Quote for the stipulated period. Any equipment that is used or retained by Customer for a longer period will be subject to Encore's prevailing rates until Customer returns the equipment.

9. EQUIPMENT HANDLING. This Section 9 does not apply to a fully virtual event. Encore personnel must handle all equipment. Customer may not move, store, or service the equipment or any other party. Customer may not operate the equipment unless authorized in writing by Encore. Customer will incur additional charges if Customer violates this requirement. Customer permits Encore free access to the equipment at any time before, during, or after the Event for purposes of set/strike, maintenance, and routine checks. Encore retains all title and rights in and to the equipment and all related accessories.

10. DAMAGE & SECURITY. This Section 10 does not apply to a fully virtual event. Customer agrees that, prior to the beginning of the event, it shall have the right to review and inspect the equipment with Encore personnel to confirm it is in good operating condition. Customer shall immediately notify Encore if any equipment is defective or not in good operating condition. Customer's failure to review or inspect the equipment prior to the start of the event or notify Encore if the equipment is defective or not in good operating condition shall be deemed an acknowledgment that the equipment is in good operating condition. Customer will be responsible for all equipment that is damaged, lost, or stolen (whether by use, misuse, accident, or neglect), unless caused by Encore's negligence. In addition to amounts due to Encore in connection with the Event Quote, Customer agrees to pay Encore, upon demand, all amounts incurred by Encore on account of lost, damaged and stolen equipment, based upon repair costs for repairable equipment or full replacement cost for lost or irreparable equipment. In addition, Customer will be responsible for rental fees while an Encore-authorized company repairs or replaces equipment as required. If Customer requires security or Encore deems security necessary during an event, Customer will be responsible for all costs in connection with the provision of security.

11. EQUIPMENT FAILURE. Encore maintains and services its equipment in accordance with the manufacturer's specifications and standard industry practice. However, Encore does not warrant or guarantee that the equipment or services Encore provides will be free of defect, malfunction, or operator error. If the equipment malfunctions or does not operate properly during the Event for any reason, Customer agrees to immediately notify an Encore representative. Encore will attempt to remedy the problem as soon as possible so that no problems interrupt the Event. Customer agrees and acknowledges that Encore assumes no responsibility or liability for any loss, cost, damage, or injury to persons or

property in connection with the Event because of inoperable equipment or other service issues.

12. **PAYMENT.** (a) **Master Account** Following the Event, Encore may issue Customer an "Event Order" which summarizes all actual charges. If the Venue requires Customer to establish a "Master Account" with the Venue, the Venue will be Encore's agent for payment. Encore will invoice the Venue, and the Venue will invoice Customer. Customer will pay the Venue. Customer must notify Encore prior to the Event if Customer did not secure a Master Account with the Venue in order to confirm direct billing arrangements. Upon conclusion of the Event, if Customer has established a Master Account, then Customer will make full and final payment to Encore through such Master Account with the Venue in accordance with the Venue's payment terms; (b) **Direct Bill** – If the Venue is not invoicing Customer through a Master Account with the Venue, Customer will be direct billed for all equipment rental, labor, or services provided by Encore, and must establish credit with Encore by completing a credit application at least 30 days prior to the first day of the Event or at signing of the Event Quote if that date is within 30 days of the Event start date. Based on the results of the credit application, Encore may require Customer to make a deposit payment of up to the full amount at least 30 days prior to the first day of the Event, or at signing of the Event Quote if such date is within 30 days of the first day of the Event. Encore will credit the deposit received to the final invoice for the Event. Encore requires Customer to make full and final payment to Encore within the terms determined by Encore from Customer's credit application; and (c) **Late Payment** – If Customer fails to make payment by the specified payment date outstanding balances will be subject to late payment charges in an amount equal to one percent (1%) per month or a lesser amount as required by law.

13. **CREDIT CARDS.** Encore accepts credit cards (Visa, Master Card, American Express, or Discover) as payment for invoices in certain situations, such as COD orders and orders under \$50,000. For non-COD orders and orders over \$50,000, Customer will pay by ACH or by check as directed by Encore. There may be circumstances in which Customer may pay orders over \$50,000, but Encore must approve such payment arrangements in writing in advance.

14. **CREDIT CHECK.** Encore reserves the right to run a credit check on Customer before this Agreement is signed and at any time after the Agreement is signed, so long as this Agreement is in effect or Customer has outstanding funds due to Encore. Should Encore determine that Customer's credit history is such that Encore must modify the payment terms included above, Customer agrees to work with Encore reasonably and in good faith to update the payment terms. Customer specifically authorizes Encore to prepare and file without Customer's signature any Uniform Commercial Code ("UCC") financing statement amendments to Customer's existing UCC financing statements and any other filings or recordings in all jurisdictions where Encore determines necessary or desirable, and authorizes Encore to describe the collateral in such filings in any manner as Encore determines appropriate. If Customer fails to make payment by the specified payment date, outstanding balances will be subject to late payment charges in an amount equal to one percent (1%) per month or a lesser amount as required by law.

15. **EVENT CANCELLATION.** If Customer cancels the Event or the provision of audiovisual equipment, labor, or services by Encore **30 days or more** before the first day of the Event, no cancellation charges will apply, except for any expenses actually incurred or services actually rendered by Encore, which will be payable by Customer. Cancellations received **29 to 15 days before** the first day of the Event will be subject to a cancellation charge equal to **50%** of the charges contained in the Event Quote. Cancellations received **14 to 3 days before** the first day of the Event will be subject to a cancellation charge of **75%** of the charges contained in the Event Quote. Cancellations received **less than 3 days (72 hours) before** the first day of the Event or the start of load-in, whichever is earlier, or after equipment has departed from its storage facility, will be subject to a cancellation charge equal to **100%** of the total charges set out in the Event Quote. Customer agrees and acknowledges that the cancellation charges described in this paragraph are reasonable and appropriate under the circumstances if Customer cancels the Event or cancels the provision of audiovisual equipment, labor, or services by Encore, and that such charges are not a penalty. Cancellation fees, including fees to cover any incurred Encore costs, will be due immediately upon any such cancellation by Customer. ALL CANCELLATION NOTICES MUST BE IN WRITING AND RECEIVED BY ENCORE'S ONSITE REPRESENTATIVES BEFORE BECOMING EFFECTIVE. IF ANY CUSTOM SETS, GOBOS, OR OTHER CUSTOM MATERIALS HAVE BEEN ORDERED FOR AN EVENT, AN ADDITIONAL CANCELLATION FEE WILL BE APPLICABLE AND DUE TO ENCORE REGARDLESS OF THE DATE OF CANCELLATION IN AN AMOUNT EQUAL TO THE DIRECT AND INDIRECT COSTS INCURRED BY ENCORE OR ITS AFFILIATES IN SECURING OR CONSTRUCTING SUCH CUSTOM MATERIALS PLUS A 15% RESTOCKING FEE.

16. **CHANGES TO EVENT QUOTE.** Customer may request changes to equipment, labor, or services specified in the Event Quote, and the cancellation charges in Section 15 will not apply if Customer signs a revised Event Quote within 24 hours of the first day of the Event and provided that the total charges in the revised Event Quote are not less than ninety percent (90%) of the charges in the original Event Quote. Encore will use commercially reasonable efforts to accommodate all such Customer requests but will not be liable to Customer for any failure to do so.

17. **INDEMNIFICATION.** Customer and Encore each hereby forever agree to indemnify, defend, and hold harmless the other for any and all third party claims, losses, costs (including reasonable attorneys' fees and costs), damages, or injury to property and persons (including death) as a result of the negligent acts, errors, or omissions of the indemnifying party and its respective employees, agents, representatives, and contractors. Customer also agrees to indemnify, defend, and hold harmless Encore against all claims for copyright, patent, or other intellectual property infringement including claims for licenses and royalties, as a result of Encore's use of any and all Customer-provided materials such as images, recordings, transmissions, videos, software, hardware, or any other form of intellectual property, etc., in connection with the Event.

18. **LIMITATION OF LIABILITY.** Under no circumstances will either party be liable to each other for any indirect, exemplary, reliance, special, or consequential damages (including, but not limited to, loss of revenues or profits, interest, use, or other consequential economic loss) howsoever caused, whether arising in contract, tort, or otherwise, and even if such damages are foreseeable to such party or such party has been advised of the possibility of such damages. EACH PARTY'S TOTAL LIABILITY IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH AN EVENT QUOTATION AND THE EVENT ITSELF WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND (INCLUDING INDEMNIFICATION OBLIGATIONS) WILL BE LIMITED TO AND WILL NOT EXCEED AN AMOUNT THAT IS EQUIVALENT TO THE CHARGES TO BE PAID BY CUSTOMER IN RESPECT OF THE APPLICABLE EVENT.

19. **COOPERATION IN INVESTIGATIONS.** Encore and Customer each agree to promptly notify the other of any incidents, physical injuries, property damage, claims, demands, losses, causes of action, general damages, and expenses that may arise during Encore's performance of the services for Customer. Encore and Customer further agree to work together on the investigation of any such matters unless its own legal counsel, any law enforcement, or any other authority otherwise instructs either party.

20. **INTELLECTUAL PROPERTY.** Customer allows Encore to use the trademarks, trade names, service marks, and other intellectual property provided by Customer to Encore for the purposes of carrying out Encore's duties under this Event Quote and as otherwise requested by Customer. By signing this Agreement, Customer agrees that it has full authority to use the trademarks, trade names, service marks, and other intellectual property given to Encore for use in connection with the Encore Services under this Agreement. Further, Customer permits Encore to include photos, renderings of set designs and other elements of Customer's event(s) as Encore may reasonably require in showing current or prospective customers examples of Encore's work.

21. **NO OTHER WARRANTY.** EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE EQUIPMENT, LABOR, AND SERVICES ARE PROVIDED BY ENCORE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ENCORE DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR

IMPLIED.

22. FORCE MAJEURE. The parties' performance under this Agreement is subject to governmental actions, applicable law, ordinances, or regulations; acts of God, hurricanes, earthquakes, other adverse weather conditions; war or terrorism; strikes or other labor disputes; third party failures; or any other emergency of comparable nature beyond the parties' control; in each instance making it impossible, illegal or impracticable to perform its obligations under this Agreement ("Force Majeure Event"). In the event of the occurrence of a Force Majeure Event, the parties agree that, if possible, the Event that is the subject of this Agreement will be rescheduled at the first available opportunity suitable for each party; if the parties are unable to reschedule, this Agreement may be terminated upon reasonable written notice without a cancellation charge as set forth herein, provided that in the event of any cancellation or postponement of the Event or termination of this Agreement due to a Force Majeure Event, Encore will return to Customer any and all prepayments and deposits made by Customer, less reimbursement for any work performed and expenses incurred by Encore up through the date of cancellation, postponement or termination (or Customer shall, within fourteen days of invoice, pay Encore for all such expenses incurred and work performed if no deposit or prepayment has been made).

23. INTERNET/NETWORK EQUIPMENT AND SERVICES. In the event this Agreement includes internet/network equipment and/or services, Customer understands and agrees as follows: (a) Every device connected to the venue's internet/network must have purchased connectivity and/or bandwidth from Encore; (b) No customer provided servers, routers, managed switches or security appliances are allowed without prior written approval from Encore; (c) Network appliances have the potential to adversely affect more than the subnet to which they are connected. Accordingly, Encore reserves the right to disconnect any equipment that, in Encore's sole discretion, is found to be causing overall network problems without any refunds for services that have been disconnected; (d) Customer agrees not to share, resell, extend, bridge or otherwise misuse Encore's connections and/or services. Encore, in its sole discretion, reserves the right to disconnect any Customer found to have violated this Agreement or usage equipment without any refunds for services that have been disconnected; (e) Specific service location is defined as the area in the booth, room, meeting space, or other area designated by the Customer. Service extended beyond rooms, air walls, doorways, walkways or an extended distance from the originally agreed upon drop point will incur an additional fee; (f) Encore is not responsible for any cable and/or equipment provided by Customer or any third party; (g) The network may only be used for lawful purposes and in accordance with these terms and conditions. Transmission of any materials in violation of any local, state, federal or international laws or regulations is strictly prohibited. This includes, but is not limited to, copyrighted materials, materials judged to be threatening or obscene, or materials protected by trade secret or confidentiality obligations; (h) **WIRELESS (802.11) DECLARATION.** Wireless internet service is inherently vulnerable to interference from other devices that transmit similar radio frequency signals or that operate within the same frequency spectrum. Encore cannot guarantee that interference will not occur. Encore does not recommend wireless service for mission critical services such as product presentations or demonstrations. For demonstrations or to present products and other mission critical activity via the internet, Encore highly recommends Customer purchases hardwired services. If you are unsure which product best suits your needs, please contact Encore's on-site representative. Customer provided access points are prohibited for use within the Event facility without Encore's advance written approval. Approvals may incur a site survey or engineering fee.

24. VIRTUAL/HYBRID MEETINGS AND SERVICES. In the event this Agreement includes virtual and/or hybrid meetings and related services, the Customer understands and agrees as follows: (a) Network appliances have the potential to adversely affect more than the subnet to which they are connected. Accordingly, Encore reserves the right to disconnect any equipment that, in Encore's sole discretion, is found to be causing overall network problems without any refunds for services that have been disconnected; (b) Customer agrees not to share, resell, extend, bridge or otherwise misuse Encore's equipment, platforms, applications, connections and/or services. Encore, in its sole discretion, reserves the right to disconnect any Customer or attendee found to have violated this Agreement or and usage restrictions without any refunds for services that have been disconnected; (c) Encore is not responsible for any Event interruptions or transmission failures due to (i) the operation or failure of any cable, equipment, or software/conferencing platform provided by Customer, a presenter, or any third party, or (ii) a power surge, interruption, or failure at the location of any attendee or presenter; (d) The virtual and/or hybrid meeting platforms, applications, and services may only be used for lawful purposes and in accordance with these terms and conditions. Transmission of any materials in violation of any local, state, federal or international laws or regulations is strictly prohibited. This may include, but is not limited to, copyrighted materials, materials judged to be threatening or obscene, trade secrets, or materials protected by trade secret or confidentiality obligations; (e) Internet speed and functionality at the Customer's, presenter's or attendee's location can greatly impact the quality of the Event, and accordingly, Encore is not responsible for any Event interruptions or transmission failures due to internet speeds, latency, connections, or failures at the Customer's remote location, or at the remote location of any presenter or attendee, or at any location where Encore does not manage the internet services.

25. CUSTOMER MATERIAL HANDLING. Unless this Agreement expressly includes or otherwise necessitates Encore's handling of Customer's materials in connection with the provision of services, Customer shall not ask Encore to handle or assist in handling Customer's materials and Encore assumes no responsibility for loss, damage, theft or disappearance for any such materials. In the event Encore handles Customer's materials as part of this Agreement, Encore's maximum liability for loss or damage to such materials and Customer's sole and exclusive remedy is limited to \$.50 (USD) per pound per article with a maximum liability of \$100.00 (USD) per item, or \$1,500.00 (USD) per shipment, whichever is less. All shipment weights are subject to correction and final charges determined by the actual or re-weighed weight of the shipment.

26. GOVERNING LAW. This Agreement shall be governed and interpreted in accordance with the laws of the state where the Event is located, without regard to principals of conflicts of laws. If the Event is a virtual event (or a hybrid in-person/virtual event) and the majority of the Event attendees are located in two or more states, this Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Illinois without regard to principles of conflicts of laws.

27. MISCELLANEOUS. This Agreement (as may be subsequently amended or supplemented as mutually-agreed) are the entire agreement between the parties and supersede any prior agreements, amendments, purchase orders, written communications of any kind, or other terms previously entered into by the parties for the same services, and may only be modified by written agreement signed between the parties. For the avoidance of doubt, handwritten changes to these Terms or an Event Quote are expressly rejected unless signed or initialed by both parties. The terms of any purchase order or other document issued by Customer will not bind Encore unless otherwise expressly agreed to by Encore in a signed writing. Customer agrees that the Agreement and related documents may be digitally scanned and transmitted to Customer following signing by Customer, and that on acceptance by Encore of such signed Event Quote in digital, facsimile, or other form, such signed Event Quote in Encore's possession will be deemed for all purposes to be an executed original. In the event any provision of this Agreement is unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect and be construed as though such unenforceable or inoperative provisions had never been a part of this Agreement. All provisions of this Agreement related to indemnification, disclaimers and limitations on liability and all other obligations of the Parties that arise in connection with Encore's provisions of Equipment and/or Services survive the termination of this Agreement.

28. ADDITIONAL TERMS AND CONDITIONS. From time to time, Encore may also include additional Event-specific terms in an updated Event Quote. When Customer requests additional services, Customer understands and agrees to any additional provisions contained within the updated Event Quote.

Prepared For: National Center for State Courts
Quote No: 2661-2778
Total Estimate: \$25,575.26

Approved By: _____
Printed On: 09/19/2022 03:03 PM
Prepared By: Sarah Jolin
Prepared For: National Center for State Courts (Valerie Gardner)

I acknowledge that I have been offered and refused to purchase Loss Damage Waiver (LDW). I understand that I will be held fully liable for any damage and/or loss to the above listed rented equipment.

Signed Acceptance must be received prior to delivery of equipment to Customer/show site.

Signature as Acceptance of the Proposal and Terms

Date of Acceptance

PROPOSAL FOR SERVICES

This agreement is made between INSPIRE MEDIA, LLC and NATIONAL ASSOCIATION FOR COURT MANAGEMENT (hereinafter referred to as NACM), effective on the 19TH day of AUGUST, 2022. The parties agree as follows: _____

I. Term

A. The work under this Agreement shall commence for the following locations unless the time for completion is extended by mutual Agreement in writing by NACM and INSPIRE MEDIA, LLC.

NACM Midyear Conference
Date: February 6-7th, 2023
Location: Minneapolis, MN

NACM Annual Conference Date:
July 10-13, 2023 Location:
Tampa, FL

II. Scope of Work

A. **Midyear Conference:** INSPIRE MEDIA, LLC. will provide onsite High-Definition digital capture and live- streaming services for a single video capture in two seminar session rooms and single video capture in one plenary room, with audio and HDMI and/or digital feeds from the customer's AV systems.

Scope of capture includes:

THREE (3) PLENARY/SUPERSESSION(S) AND UP TO TEN (10) SEMINAR SESSION(S).

INSPIRE MEDIA, LLC. will provide standard post-production services for recorded presentations to include intro and outro trims, adding name/title of presenters and naming videos with title of presentation or last-name/first-name of presenter instead of clip number or any other numerical identifier (other than date). INSPIRE MEDIA, LLC. will deliver the completed videos no later than 15 business days following the completion of filming. ("Delivery" includes: 1) uploading the sessions to NACM's video hosting, 2) providing NACM media content to the NACM Association Manager for viewing on NACM's website, 3) delivering an external hard-drive or link to cloud storage containing finalized conference sessions to the NACM Association Manager.

B. **Annual Conference:** INSPIRE MEDIA, LLC. will provide onsite High-Definition digital capture and live- streaming services for a single video capture in two seminar session rooms and single video capture in one plenary room, with audio and HDMI and/or digital feeds from the customer's AV systems.

Scope of capture includes:

FOUR (5) PLENARY/ SUPERSESSION(S) AND UP TO TWELVE (12) SEMINAR SESSION(S).

INSPIRE MEDIA, LLC. will provide standard post-production services for recorded presentations to include intro and outro trims, adding name of presenters and naming videos with title of presentation or last-name/first-name of presenter instead of clip number or any other numerical identifier (other than date). INSPIRE MEDIA, LLC. will deliver the completed videos no later than 15 business days following the completion of filming. ("Delivery" includes: 1) uploading the sessions to NACM's video hosting, 2) providing NACM media content to the NACM Association Manager for viewing on NACM's website, 3) delivering an external hard-drive or link to cloud storage containing finalized conference sessions to the NACM Association Manager.

C. Following is a description of work INSPIRE MEDIA, LLC. will perform in the production of the digitally live- streaming and captured conference videos:

1. Coordinate with NACM conference point of contact to identify and verify filming and live-streaming room locations and coordinate schedules and logistics for pre-filming setup and access to these rooms.
2. Film on-site for the duration of the conference dates as identified in the "Terms" section of this contract.
3. Provide all necessary staffing, equipment, and supplies to support the production and delivery of conference videos and live-streaming.
4. Provide photography & post processing services in the capture of presenters, updated board members and attendee action shots. Photos will be provided to NACM no later than 15 days following the completion of the conference. Will consult specifics with NACM association manager prior to conference.
5. INSPIRE MEDIA, LLC. will provide the following equipment in each of the breakout seminar rooms:
 - a. High-Definition digital video camera
 - b. High-Definition video capture device or computer
 - c. Access to live-streaming service or hosting
 - d. Camera tripod and supported equipment, cables
 - e. Any additional equipment rental, or fees charged by the venue are the responsibility of NACM
6. INSPIRE MEDIA, LLC. will provide the following equipment in the plenary session room:
 - a. High-Definition digital video camera
 - b. High-Definition video capture device or computer
 - c. Access to live-streaming service or hosting
 - d. Camera tripod and supported equipment, cables
 - e. Any additional equipment rental, or fees charged by the venue are the responsibility of NACM

D. NACM will perform in the production of the digitally live-streaming and captured conference videos:

1. NACM will provide output XLR audio feed (house sound), presentation laptop (HDMI or SDI), AC power, and work and office area for the operator which support the recording rooms.
2. NACM will provide riser, steps, work table with drape, and chair for camera operator in all recording rooms. Crowd control stanchions with perimeter ropes will be placed around the camera riser in the plenary room.
3. NACM will provide and cover the expense for a wired internet line (DHCP) provided from the hotel (or broadband vendor) with a minimal of 2Mbps for download/upload connection speed. The dedicated wired/line must be a direct line to the ISP without being blocked from filtering or internet firewall. This line should be terminated at each of the recorded rooms with a wired CAT5/6 cable for the duration of the conference.
4. Schedule with dates and times of presentations.
5. Provide list of names and titles for presenters.
6. Identify and list any multimedia to be used in captured presentations such as audio clips, video clips, Flash modules, or any other presentation media.
7. Digital copies of presentations to be captured/streamed at least one day in advance of capture/stream date.

III. Billing and Payment

A. The services rendered by the INSPIRE MEDIA, LLC. under this Agreement will be performed as detailed in the contract. Payment will be made directly to INSPIRE MEDIA, LLC. upon submission of invoices and statements for services rendered. If the number of sessions to be filmed increases, INSPIRE MEDIA, LLC. and NACM will create an addendum, as per section IX of this Agreement, to accommodate the additional service and reflect the additional charges.

B. Invoicing for the work will be done according to the following sequence:

1. \$13,266.00 payment by January 1, 2023.
2. \$13,266.00 payment after completion of filming of the midyear conference and all video deliverables have been uploaded to the hosting service, NACM's website, NACM's hosting, and back-up hard drive or cloud storage delivered to NACM Manager.

3. \$13,266.00 payment due by June 1, 2023.
4. \$13,266.00 payment after completion of filming of the annual conference and all video deliverables have been uploaded to the hosting service, NACM's website, NACM's hosting, and back-up hard drive or cloud storage delivered to NACM Association Manager.

C. All contracts and correspondence should be prepared and forwarded to WES POOLE at the following address:

INSPIRE MEDIA, LLC
WES POOLE
412 Yorkville Rd
Yorktown, VA 23692

D. All checks in payment for the INSPIRE MEDIA, LLC.'s service should be made payable to and mailed to: INSPIRE

MEDIA, LLC
WES POOLE
412 Yorkville Rd
Yorktown, VA 23692

IV. Independent Contractor Status

The INSPIRE MEDIA, LLC. is an independent contractor and not an employee, servant, agent, partner or joint venture of NACM. NACM shall determine the scope of work to be performed and shall monitor the work progress and quality, but the INSPIRE MEDIA, LLC. shall determine how, when and the means by which it accomplishes the work specified by NACM. No training will be provided to the INSPIRE MEDIA, LLC. on how work is to be done. The INSPIRE MEDIA, LLC. shall set its own daily hours of work consistent with the requirements of the scope of work, and shall furnish its own place of work as well as supplies and equipment. NACM is not responsible for withholding, and shall not withhold FICA or other employment taxes of any kind from any payments which it owes INSPIRE MEDIA, LLC.. The INSPIRE MEDIA, LLC. is responsible for paying any required taxes and shall maintain its own occupational license if required.

V. Acceptance Procedure

NACM shall have ten (10) working days from the delivery of any completed product prepared under this Agreement to respond in writing. If NACM believes the completed product does not conform to the requirements of the Agreement, it will notify the INSPIRE MEDIA, LLC. in writing within the above-mentioned ten (10) days and will indicate with particularity how the product fails to conform. In that event, the INSPIRE MEDIA, LLC. shall have 60 days to bring product into conformity for acceptance by NACM. In the absence of such notice of non-conformance, acceptance of the product will be presumed.

VI. Contingencies

In the event that, due to causes beyond the control and without the fault or negligence of the INSPIRE MEDIA, LLC., said INSPIRE MEDIA, LLC. is unable to complete this Agreement within the allotted time frame, such failure to perform will not constitute a default in performance, and NACM may grant the INSPIRE MEDIA, LLC. such extensions of time as may be possible to facilitate contract completion.

VII. Work Made for Hire

In consideration of the fact that NACM engages the INSPIRE MEDIA, LLC. as an independent contractor at this time, and for other valuable consideration, receipt of which is hereby acknowledged, INSPIRE MEDIA, LLC. hereby covenants and agrees with NACM as follows:

- A. Ownership of Work and Rights in Work. The INSPIRE MEDIA, LLC. hereby assigns to NACM and its successors and assigns all of his/her rights, titles, interests, and ownership in the Work, including but not limited to copyrights and trade secret rights and the rights to secure any renewals, reissues,

and extensions thereof. The INSPIRE MEDIA, LLC. understands that NACM may register the copyright and other rights in the Work in NACM name. INSPIRE MEDIA, LLC. hereby agrees to sign such applications, documents, assignment forms and other papers as NACM requests from time to time to further confirm this assignment. INSPIRE MEDIA, LLC. further understands that NACM has full, complete and exclusive ownership of the Work. INSPIRE MEDIA, LLC. agrees not to use the Work for the benefit of anyone other than NACM, without acquiring NACM's prior written permission.

- B. Work Made for Hire. INSPIRE MEDIA, LLC. understands and agrees that the Work is a "work made for hire" as defined by the laws of the United States regarding copyrights. The INSPIRE MEDIA, LLC. agrees that all work products resulting from this Agreement will be considered work done for hire and that title to all rights and legal rights shall vest with NACM.
- C. INSPIRE MEDIA, LLC. is responsible for securing, reserving, and purchasing of travel expenditures to and from each conference. INSPIRE MEDIA, LLC. assumes the expenses of our technicians as they travel to and from each conference relating to flights, hotel rooms, meals and incidentals, vehicle rental and/or ride sharing services.

VIII. Governing Law

The laws of the Commonwealth of Virginia shall govern the validity, construction, interpretation, and effect of this Agreement.

IX. Modification

This Agreement constitutes the final, integrated expression of the Agreement of NACM and the INSPIRE MEDIA, LLC.. No amendments or changes may be made to the terms and conditions of this Agreement (including, but not limited to scope of work, deliverables, timetable or terms of Agreement, price, cost or budgetary adjustments or other information including names, addresses and telephone numbers of persons to contact for submission and approval of proposed changes), without the mutual, written consent of the parties.

X. Waivers

The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option that may be provided will not be construed as a waiver of such provisions or to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision and to exercise any such option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement shall be taken and construed as cumulative, that is, as being in addition to every other remedy provided by operation of law.

XI. Representatives of Contracting Parties

The following persons shall represent the parties to this Agreement for notification and communications as may be required:

A. Representing the INSPIRE MEDIA, LLC.:

Wes Poole
412 Yorkville Rd
Yorktown, VA 23692

B. Representing NACM:

Jeffrey Tsunekawa
National Association of Court Management 300
Newport Ave
Williamsburg, VA 23185

REVIEWS/APPROVAL:

INSPIRE MEDIA, LLC, Contractor

Date

President, NACM

Date



National Association for Court Management

Strengthening Court Professionals

CORE® Committee Progress Report Form – 2022-2023

Report	Due Date	Submission Date
Fall Progress Report	September 16, 2022	9/12/22
Midyear Progress Report	January 2023	
Annual Progress Report	June 2023	

Project	Project Status	Strategic Priority? (Yes/No)	Discussion Needed? (Yes/No)	Board Action Needed? (Yes/No)	If Yes to discussion or action, please describe what needed
Public Relations Curriculum Review	Currently forming the review team	Yes	No	No	
The CORE® In Practice Guide Review	Currently forming the review team	Yes	No	No	
CORE® Champion: Phase Two	In Progress: Working on website change request form.	Yes	No	No	
CORE® Champion Guides/FAQ	In Progress	Yes	No	No	

Time needed at meeting for Committee report:

No time needed outside of questions that the board would have.

Submitted by: Kelly Hutton

Date: 9/12/22



National Association *for* Court Management

Strengthening Court Professionals

DEI Committee Progress Report Form – 2022-2023

	Report	Due Date	Submission Date
X	Fall Progress Report	September 16, 2022	September 13, 2022
	Midyear Progress Report	January 2023	
	Annual Progress Report	June 2023	

Project	Project Status	Strategic Priority? (Yes/No)	Discussion Needed? (Yes/No)	Board Action Needed? (Yes/No)	If Yes to discussion or action, please describe what needed
DEI Bookclub	Held first webinar. Creating logistics of moving forward with a sub committee	Yes	Yes	No	Possible proposal of sub committee
Membership Analysis	Membership survey done, makeup of membership	Yes	No	No	

Time needed at meeting for Committee report: 10 minutes

Submitted by: Kathy Griffin

Date: 09/13/22



National Association for Court Management

Strengthening Court Professionals

Communications Committee Progress Report Form – 2022-2023

Report	Due Date	Submission Date
Fall Progress Report	September 16, 2022	
Midyear Progress Report	January 2023	
Annual Progress Report	June 2023	

Project	Project Status	Strategic Priority? (Yes/No)	Discussion Needed? (Yes/No)	Board Action Needed? (Yes/No)	If Yes to discussion or action, please describe what needed
DEI Guide	An MOU has been drafted between the NCSC and us. A small tweak is needed and has been communicated to Jesse. Once completed the NCSC will begin project managing. At the time of this report the plan is to have an initial meeting by 9/30.	Yes	Yes	No	Update if meeting occurred
Podcasts	The contract with Peter Keifer has been signed. Peter's October episode will be interviews on confidence in the courts. Greg needs to talk to Stacy regarding advertising. This may occur prior to the Board meeting.	Yes	No	No	
Court Manager	Dawn Palermo has done yomen's work in getting out a Summer edition. A Fall/Winter edition will be coming out.	Yes	Yes	No	Brief Discussion

	<p>Not sure on whether a Committee Corner to highlight work and identify opportunities to become involved, and interviews with court leaders on their journey is planned for Fall/Winter but this can be worked on for the Spring edition.</p> <p>Norm has been advocating for an archive of all court managers. The NCSC has done a lot of this and the remaining work is to determine how to fill a gap in materials and perhaps figure out a front page to this effort. A meeting with Norm is in the works</p>				
Court Express	<p>Janet Cornell efforts as editor focus on Committee Corner highlighting the work of committees and identifying opportunities to become involved, as well as Interviews with court leaders on their journey. Expand Court Express with highlights of resources/events. She has incorporated most of these items into Court Express issues.</p>	Yes	No	No	
Social Media	<p>Cristina Prieto has been doing a great job on our social media posts. She is now joined by Kristie Collier-Tucker</p>	Yes	No	No	
Website	<p>A new website sub-committee has been created with Roger Rand as chair. They are creating a website change request and looking at the website navigation, among other items.</p>	Yes	Yes	No	Brief Update

	Incorporate all NACM activities/meetings on a calendar on the home page – On the sub-committee's worklist				
Partner communications in publications with partner organizations	This has not commenced yet. To be started in the next Quarter	Yes	Yes	No	Brief Discussion
Webinars	Next scheduled webinar will be on 12/13 at 1pm EST. It will be sponsored by Tyler.	No	No	No	

Time needed at meeting for Committee report: 30

Submitted by: Greg Lambard

Date: 9/16/22



National Association for Court Management

Strengthening Court Professionals

Governance Committee Progress Report Form – 2022-2023

Report	Due Date	Submission Date
Fall Progress Report	September 16, 2022	September 16, 2022
Midyear Progress Report	January 2023	
Annual Progress Report	June 2023	

Project	Project Status	Strategic Priority? (Yes/No)	Discussion Needed? (Yes/No)	Board Action Needed? (Yes/No)	If Yes to discussion or action, please describe what needed
Resolutions Process(es)	Current process under review. Alternative process being considered when supporting resolutions already adopted by partner associations. Changes would require Bylaw revision.	No	Yes	No	Aside from obtaining member input before a Board vote, is there any part of current process (i.e., formal submission to president plus optional review & report by (sub)committee before presentation to president) that should be required for resolutions already adopted by a partner association?
Operations Manual	Ongoing updates including revisions reflecting dissolution of Education	No	No	No	

	Committee. Contents are being transitioned to Standard Operation Procedure (SOP) software which should improve ability to track changes and need for updates.				
Bylaw Revisions	Revisions originally prepared for 2022 will be resubmitted in 2023. In addition to possible Bylaw changes associated with the resolution process, other amendments may be recommended as the nomination process and general board governance is reviewed for SFA#4, Goal 1.	Yes	No	No	
"Recognition Week"	As an idea for advocacy under SFA#3, Goal 2, Governance supports promotion of a Recognition Week for court system employees.	Yes	No	No	
Ethics	Ongoing review of issues and recording of "Question of Ethics" discussions for posting online. Attempting rotation of responsibility for identifying issues and resources for discussions.	No	No	No	
Resolutions	Approval needed for 3 resolutions from the midyear board meeting	No	Yes	Yes	

Time needed at meeting for Committee report: *(5 minutes for resolutions issue plus any vote on last batch)*

Submitted by:

Date:



National Association *for* Court Management

Strengthening Court Professionals

Membership Committee Progress Report Form – 2022-2023

	Report	Due Date	Submission Date
	Fall Progress Report	September 16, 2022	
	Midyear Progress Report	January 2023	
	Annual Progress Report	June 2023	

Project	Project Status	Strategic Priority? (Yes/No)	Discussion Needed? (Yes/No)	Board Action Needed? (Yes/No)	If Yes to discussion or action, please describe what needed
BOGO ½ Membership	Cheryl is working with Communications and Website Committee Chairs to roll this out in October 2022	Yes	No	No	
Group Membership Discount	Cheryl is working with Erin, Communications, and Committee Chairs to roll out group member ship discount from November 25 – December 24, 2022	Yes	No	No	
Early Career Professionals	Low attendance, working with Communications on promotion	Yes	No	No	
International	Daniel Meza and Samantha Wallis working on an article for Court Express	Yes	No	No	
State of Associations	Looking for new ways to support State Associations possibly have a SIG	Yes	No	No	
Mentorship Program	This area needs some focus. Nathan Jensen was going to take a look and	Yes	No	No	

	make some resommendations. He was unable to attend the last meeting. We are in need of a pool of mentors.				
Ambassador Program	Zenelle Brown is taking the lead on this program. She will focus on finding 5 members as a starting point with some specific tasks.	Yes	No	No	
Awards Committee	Michelle Oken is Chairing our Awards Committee this year	No	No	No	
Tiered Membership	<p>A small group of the membership committee would like to revisit the idea of a tiered membership for access to online materials and maybe virtual conference vs. full access and in person conference discount.</p> <p>Focus on rural courts, tribal and municipalities for the tiered memberships.</p>	Yes	Yes	Yes	Is the Board in favor of exploring this idea of a tiered membership?
Shared Interest Groups	The membership committee would like to sponsor a small number of SIG between conferences this year. Ideas include: Tribal Court SIG, Municipal Court SIG, Round Table discussion topic specific	Yes	Yes	Yes	Is the Board in favor of membership committee focusing on these activities for the next year?

Time needed at meeting for Committee report:

Submitted by: Cheryl Stone

Date: 9/15/22